



# **BAKERSFIELD CITY COUNCIL AGENDA MEETING OF SEPTEMBER 25, 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 Phil Burns, Director of Development Services, and Code Enforcement Officers, David Paquette, Billy Owens, and Steven Rodrigue, declaring the second week of October 2019 as Code Enforcement Officer Appreciation Week in Bakersfield.
- b. Presentation by Shayla Woods-Collins, Human Resources Supervisor to winners of the 2019 Excellence in Action Awards, the Extra Mile Award, and S.T.A.R. Award in recognition of outstanding service to the City of Bakersfield

### **5. PUBLIC STATEMENTS**

- a. Written material submitted during the Public Statements portion of the meeting.

### **6. WORKSHOPS**

- a. City Efforts to Address Homelessness, follow-up from September 11, 2019 Workshop.

*Receive and File update.*

### **7. APPOINTMENTS**

- a. One appointment (at-large) to the Historic Preservation Commission due the declination of appointment by previous appointee Carolyn Dethlefsen on 05/22/2019.

*Staff recommends City Council determination.*

### **8. CONSENT CALENDAR**

*Staff recommends adoption of Consent Calendar items.*

**Minutes:**

- a. Approval of the minutes of the September 11, 2019, Regular City Council Meetings.

**Payments:**

- b. Receive and file department payments from August 30, 2019 to September 12, 2019 in the amount of \$11,661,440.02, Self Insurance payments from August 20, 2019 to September 12, 2019, in the amount of \$401,570.79, totaling \$12,063,010.81.

**Ordinances:**

- c. First reading of an ordinance amending Sections 15.04, 15.05, 15.07, 15.09, 15.11, 15.13, 15.15, 15.17 and 15.19 of the Bakersfield Municipal Code, relating to the Building and Construction codes, specifically the California Building Code, Mechanical Code, Plumbing Code, Electrical Code, Existing Building Code, Historical Building Code, California Residential Code and California Green Building Code, 2019 editions.
- d. Adoption of an Ordinance amending Section 12.56.055 of the Bakersfield Municipal Code relating to Expulsion from City Facilities. **(FR 9/11/2019)**
- e. Adoption of an Ordinance amending Sections 2.60.030 and 2.60.050 of the Bakersfield Municipal Code relating to the Bakersfield Youth Commission. **(FR 9/11/2019)**

**Resolutions:**

- f. 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.
- g. Resolution Approving the Memorandum of Understanding Setting Salaries and Related Benefits for the Police Officers Association of the Police Department of the City of Bakersfield.
- h. Resolution identifying vendors, healthcare plans, and rates for City-wide health insurance plans for eligible active and retired employees for the 2020 plan year.
- Ward 4 i. Resolution dispensing with the normal bidding procedure for the purchase of a service pump, Sulzer/ABS 16" Series XFP for the Westside Parkway, not to exceed \$83,000.
- Ward 7 j. Resolution dispensing with formal bidding procedures due to emergency repairs at the Sewer Lift Station at Hosking



Avenue and Akers Road, and authorizing GSE Construction Company to perform necessary repairs, not to exceed \$400,000.

- Ward(s) 1, 2, 6      k.      Resolutions to add the following territories to the Consolidated Maintenance District and approving, confirming, and adopting the Public Works Director's Report for each:
1. Area 1-123 (2902 Mosasco Street) – Ward 4
  2. Area 1-124 (2818 & 2826 Mosasco Street) – Ward 4
  3. Area 4-198 (901 E. Truxtun Avenue) – Ward 2
  4. Area 5-100 (104 E. White Lane) – Ward 1
  5. Area 1-125 (7530 Rosedale Highway) – Ward 3
  6. Area 2-76 (5801 Sundale Avenue) – Ward 6
  7. Area 4-199 (140 Columbus Street) – Ward 3
  8. Area 4-200 (809 P Street) – Ward 1
  9. Area 4-201 (1332 K Street) – Ward 2
  10. Area 3-113 (4901 Poppyseed Street) – Ward 6
- Ward(s) 1, 3      l.      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. 2021 adding Area 1-126 (3915 Rosedale Highway) – Ward 3
  2. ROI No. 2022 adding Area 4-202 (1118 Murdock Street) – Ward 1

**Agreements:**

- Ward(s) 1, 6      m.      Agreements for On-Call Wastewater Equipment Maintenance Services at Wastewater Treatment Plant No. 2 and No. 3:
1. Innovative Engineering Systems, Inc. (not to exceed \$150,000 for a one year term).
  2. Cortech Engineering, LLC (not to exceed \$150,000 for a one year term).
- Ward 3      n.      Final Map, Improvement Agreement and Landscape agreement with Woodside 06 N, LP (Developer) for Tract Map 6419, Phase 4 located East of Quail Creek Road and South of Etchart Road.
- Ward 5      o.      Final Map and Improvement Agreement with Castle & Cooke a California Inc. (Developer) for Tract 7300, Unit 4 located South of Ming Ave. and East of Highgate Park Blvd.
- p.      Amendment No.1 to Agreement No. 18-202 with the County of Kern, Public Health Department (\$103,179.42; revised not to exceed \$584,639.42 and extend the term by 9 Months) to Implement the U.S. Department of Housing and Urban

Development Housing Opportunities for Persons with AIDS (HOPWA) Program.

- Ward 2
- q. Amendment No. 3 to Agreement No. 16-220 with Tate's Janitorial Service (\$53,691.75; revised not to exceed \$204,661.75; extend the term one year) for janitorial services at the Bakersfield Amtrak Station.
- r. Amendment No. 1 to Agreement No. 18-180 with Cen-Cal Construction Inc., (\$400,000; revised not to exceed \$800,000; extend term one year), to continue the service of canal liner repair.
- Ward 1
- s. Amendment No 1 to Lease Agreement No. 19-077 with Best Holdings, LLC. for a Fixed Based Operator Leasehold at the Bakersfield Municipal Airport.
- Ward(s) 2, 6
- t. Amendment No. 1 to Caltrans Co-op Agreement for the Bakersfield Freeway Connector.
- Ward(s) 6, 7
- u. Contract Change Order No. 2 to Agreement No. 18-212 with Bowman Asphalt (\$37,310.20; revised not to exceed \$1,825,216.20) for the Stine Road Widening & Traffic Signal Improvements/Modifications from Ryzona Drive to Poppyseed Street.

**Bids:**

- v. Purchase of four-axle front-loading refuse trucks:
1. Extend Bid from Golden State Peterbilt, Bakersfield (\$1,068,925.71) for 3 four-axle front-loading refuse trucks for the Public Works Department, Solid Waste Division.
  2. Appropriate and transfer \$19,000 in Refuse Enterprise Fund balance to the Public Works Department operating Budget within the Equipment Management Fund for purchase front-loading refuse trucks.
- w. Purchase of four-axle side-loading refuse trucks:
1. Extend Bid from Golden State Peterbilt, Bakersfield (\$2,287,591.92) for 6 four-axle side-loading refuse trucks for the Public Works Department, Solid Waste Division.
  2. Appropriate and transfer \$37,600 in Refuse Enterprise Fund balance to the Public Works Department operating budget within the Equipment Management Fund for the purchase of side-loading refuse trucks.
- x. Purchase of three half ton extended cab pickups for the Police Department:

1. Accept bid from Jim Burke Ford, Bakersfield (\$77,638.25) for three pickups.
2. Appropriate \$26,000 Equipment Management Fund balance to the Public Works Department's Operating Budget to fund the purchase cost of one pickup.

**Miscellaneous:**

Ward 5

- y. Appropriate \$571,480 Park Improvement Fund balance from Southwest Developer Reimbursement - Zone 1 for the reimbursement to Sierra Oaks, Partners LLC for their completion of Belcourt Park.

**Successor Agency Business:**

- z. Receive and file Successor Agency payments from August 30, 2019, to September 12, 2019, in the amount of \$4,710.00.

**Public Safety/Vital Services Measure:**

Ward 2

- aa. Agreement with Asela Environmental Inc., doing business as Alert Disaster Restoration(ADR), (\$90,740) for daily biohazard cleanup services in Downtown and Old Town Kern neighborhoods of Bakersfield.
- ab. Agreement with Trans-West Security Services, Inc. to provide high visibility security presence and patrols, as directed by the Bakersfield Police Department, throughout the City of Bakersfield most impacted by recent increases in property crimes and quality of life issues (not to exceed \$86,856.32).
- ac. Approve the Memorandum of Understanding to establish and provide partial funding for a new non-profit entity, the Bakersfield-Kern Regional Homeless Collaborative, Inc. ("BKRHC") and appropriate \$155,000 Public Services Vital Safety Measure Funds

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

- ad. Fire Vehicle Exhaust Extraction Systems:
  1. Resolution determining the upgrade of the Plymovent system to eliminate exhaust emissions from fire stations, cannot be reasonably obtained through the usual bidding procedures and authorizing the Finance Director to dispense with bidding, not to exceed the budgeted amount of \$72,600.
  2. Agreement with Air Exchange (not to exceed \$72,600) for the conversion and servicing of the Plymovent fire systems.
- ae. Contracts for drought related tree planting & small plant replacement:

1. Accept bid and approve contract to American Hydrotech, Inc. (\$800,000) to provide and install 24" box trees.
  2. Accept bid and approve contract to Kern Sprinkler Landscaping, Inc. (\$750,000) to provide and install groundcover and shrubs.
- af. Accept bid from LC Action Police Supply (\$71,504.71) for duty gear for the Police Department.
- ag. Purchase of Four Door Police Interceptor Utility vehicles:
1. Accept bid from Jim Burke Ford, Bakersfield (\$2,538,209.27) for 73 four-door police special interceptor utility vehicles for the Police Department.
  2. Appropriate \$116,398 Equipment Management Fund Balance to the Public Works Department's Operating Budget to fund the amount of purchase costs recovered through fleet rental rates for seven unbudgeted vehicles.
  3. Transfer and appropriate \$126,991 Self-Insurance Fund balance to the Public Works Department's Operating Budget within the Equipment Management Fund to fund the amount of purchase costs to be paid by the Self-Insurance fund for the seven unbudgeted vehicles.

## **9. CONSENT CALENDAR PUBLIC HEARINGS**

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

## **10. HEARINGS**

## **11. REPORTS**

## **12. DEFERRED BUSINESS**

## **13. NEW BUSINESS**

## **14. COUNCIL AND MAYOR STATEMENTS**

## **15. ADJOURNMENT**



# ADMINISTRATIVE REPORT

**MEETING DATE:** 9/25/2019

Presentations 4. a.

**TO:** Honorable Mayor and City Council

**FROM:** Mayor Karen K. Goh

**DATE:** 9/12/2019

**WARD:**

**SUBJECT:** Proclamation to Phil Burns, Director of Development Services, and Code Enforcement Officers, David Paquette, Billy Owens, and Steven Rodrigue, declaring the second week of October 2019 as Code Enforcement Officer Appreciation Week in Bakersfield.

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**STAFF RECOMMENDATION:**

**BACKGROUND:**



# ADMINISTRATIVE REPORT

**MEETING DATE:** 9/25/2019

Presentations 4. b.

**TO:** Honorable Mayor and City Council

**FROM:** Nathan Gutierrez, Management Assistant

**DATE:** 9/11/2019

**WARD:**

**SUBJECT:** Presentation by Shayla Woods-Collins, Human Resources Supervisor to winners of the 2019 Excellence in Action Awards, the Extra Mile Award, and S.T.A.R. Award in recognition of outstanding service to the City of Bakersfield

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## STAFF RECOMMENDATION:

### BACKGROUND:

The Employee Incentive Team (EIT) is pleased to announce the 19th Annual Excellence in Action (EIA) Awards. The Excellence in Action Award Ceremony will recognize final award recipients during the Wednesday, September 25, 2019 meeting.

The Excellence in Action Awards and Extra Mile Award are components of the Employee Incentive Program. The main objective is to reward high-performing employees who sustain an exceptional level of productivity and quality, and who demonstrate superior job performance. Recognition is given to employees who consistently exceed expectations in their required job duties, as validated by their annual evaluation.

Again, this year we will acknowledge outstanding teamwork and team contributions with the Shining Team Achievement Recognition (S.T.A.R) Award. This award recognizes teams that consistently work collaboratively to accomplish goals, going above-and-beyond, while recognizing and reinforcing the need for all employees to work in support of one another for the overall success of our City.

All City employees, were eligible to be nominated for an Excellence in Action Award. All nominations were submitted by each Department Head to the Employee Incentive Team and reviewed for consideration by EIT, excluding any members that were nominated. Each individual EIA winner will be awarded a \$250 Gift Card, winners of the Extra Mile winner will be awarded a \$300 Gift Card, and all winners' names will be engraved on a perpetual plaque displayed in the Human Resources lobby. All S.T.A.R recipients will receive a certificate and a recognition award.

The Employee Incentive Team is pleased to announce the following recipients of the Excellence in Action Awards for 2019 by Department:

**Executive:**

**Finance:** Tessa B. Andrews, City Treasurer; Ashleigh Perez, Accounting Clerk I

**Fire:** Shane Gardner, Hazardous Materials Specialist

**Police:** Marcela Haskins, Police Sergeant; Tamia Smith, Communications Center Supervisor; Mason Woessner, Police Sergeant

**Public Works:** Richard Gutierrez, Heavy Equipment Operator, Solid Waste Division; Susan Hernandez, Accounting Clerk II, Solid Waste Division


**Recreation & Parks:** Linda McVicker, Supervisor II- Recreation; Eliazar Sanchez, Light Equipment Operator; Antonio Vasquez, Facility Worker

**Water Resources:** Omar Flores, Canal Tender II; William Tyson Tillman, Maintenance Craftworker I

**Extra Mile Award:** Bakersfield Police Academy Remodel Team. The team members are: Manuel Acosta, Justin Adamson, Alex Adona, Danny Aurin, Jessie Ayala, Jason Balfour, Manuel Barraza, Justin Berhow, Roy Bravo, Anthony Brown, Robert Cardoza, Nick Celedon, Dennis Chua, Joe Cisneros, David Cook, Alex Esparza, Robert Garza, Preston George, Roy Gonzales, Jeff Grimes, Gabe Guevara, Brett Iacopetti, Brian Jackson, Sam Juarez, James Lawson, Efrain Marquez, Peter Martin, Daniel Martinez, Gustavo Merjil, William Miramontes, Bryan Paddock, Blaine Paregien, Hector Perezchica, Tony Pinedo, Stan Quinteros, George Quirino, Daniel Rangel, Sean Reis, Benjamin Samano, Jorge Sotello, Abel Torres, Chris Torres, Fred Vasquez, John Williams, and Sergio Zambrano.

**Team S.T.A.R. Award:** Fire Prevention Services Team. The team members are: Peter Armagost, Esther Duran, Shane Gardner, Kris Karns, Cheyanne Lo, Ernie Medina, Malcolm Moore, Chelsea Palmer and Howard Wines.

**ATTACHMENTS:**

Description	Type
 Handout	Backup Material

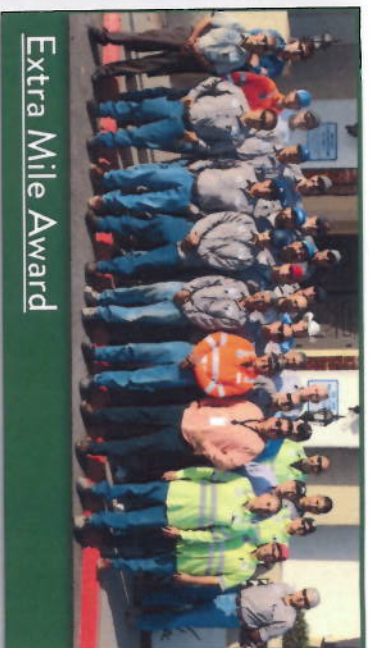




#### Fire Prevention Services Division:

Howard Wines, Chelsea Palmer, Cheyanne Lo, Malcom Moore, Kristopher Karns, Esther Duran, Shane Gardner, Ernie Medina, Peter Armagost

The Fire Prevention Services Division (PSD) interacts with thousands of local businesses every year to perform Haz-Mat and life-safety inspections, charged as a fee-for-service. In the past year, the City of Bakersfield Fire PSD have inspected 96% of all Haz-Mat facilities and completed over 8,400 total fire and life-safety inspections, a Bakersfield Fire Department historic high. Bakersfield's fee amounts are 20% lower than comparable cities for the same service and the lowest fees in the State. They were also able to demonstrate that their increase in fire safety inspections over the past few years has corresponded to a reduction in apartment fires. The department's ability to perform these inspections has doubled over each of the past several years, and incidence of apartment fires has decreased by almost 25%. Analysis of the Statewide Certified Unified Program Agency (CUPA) performance data shows that injuries and death resulting from Hazardous Materials have decreased more than 30% over the past 10 years, demonstrating the quality and dedication with which this team approaches their work. Because of Fire PSD's diligent efforts, Bakersfield is exhibiting tangible and meaningful outcomes in protecting public safety.



#### Public Works and Technology Services:

Manuel Acosta, Justin Adamson, Alex Adona, Danny Aurin, Jessie Ayala, Jason Balfour, Manual Barraza, Justin Berhow, Roy Bravo, Anthony Brown, Robert Cardoza, Nick Celedon, Dennis Chua, Joe Cisneros, David Cook, Alex Esparza, Robert Garza, Preston George, Roy Gonzales, Jeff Grimes, Gabe Guevara, Brett Lacopetti, Brian Jackson, Sam Juarez, James Lawson, Efrain Marquez, Peter Martin, Daniel Martinez, Gus Merjil, William Miramontes, Bryan Paddock, Blaine Peregien, Hector Perezchica, Tony Pinedo, Stan Quinteros, George Quirino, Daniel Rangel, Sean Reis, Ben Samano, Jorge Sotello, Abel Torres, Chris Torres, Fred Vasquez, John Williams, Sergio Zambrano

The General Services Team and four Technology Services members are nominated for their completion of the conversion and remodel of the "old El Torito Restaurant" located at 4646 California Avenue into the Bakersfield Police Department's Academy by August 1, 2019. The team completed the assignment in only 3.5 months, beginning the work in mid-April, 2019. By meeting the deadline, the departments saved the City hundreds of thousands of dollars and allowed the Bakersfield Police Department to begin training cadets the week of August 5, 2019 as scheduled. The team members managed detailed planning, creative budgeting, a fluid construction schedule, outside the box thinking, hectic communication and updates, coordination with City and outside workers, and several change orders. The commitment of each person on the team was vital to completing the job by the deadline. Despite any issues that arose, the nominated personnel worked together and found solutions to meet the deadline.



**BAKERSFIELD**  
THE SOUND OF *Swallowing Better*

**2019 Excellence in Action  
and Extra Mile Award:**

REC'D & PLACED ON FILE  
AT BAKERSFIELD CITY COUNCIL  
MEETING

9/25/19 - Presentations 4.b

The Employee Incentive Team recognizes the following employees for their excellent service to the City of Bakersfield and to the community throughout the year 2019:

#### Employee Incentive Team Members:

Shayla Collins, Administrator  
Nathan Gutierrez, Administrator  
Kimberly Aleman, Water Resources  
Pilar Avalos, City Manager's Office  
Yesenia Ayala, Public Works - Streets  
Ja'Nette Beck, Recreation & Parks  
Guy Bowers, Recreation & Parks  
Kelsey Brackett, Police Department  
Sandra Duncan, Human Resources  
Esther Duran, Fire Department  
Zoe Finch, Human Resources  
Deanna Frausto, Police Department  
Claudia Garcia, Public Works - Solid Waste  
Aaron Kennedy, Technology Services  
Cheyanne Lo, Fire Department  
Shanon McRedmond, Public Works - Administration  
Kassandra Nearn, Development Services  
Becky Nickell, Public Works - Wastewater  
Liseth Pisano, Finance  
Rachel Rodriguez, Human Resources  
Tom Webster, Technology Services



## **2019 Excellence in Action Nomination Summaries**

### **FINANCE**

#### **Tessa B. Andrews, City Treasurer**

Tessa has been employed with the City for twelve years. In the past year, she has made several efforts to increase the safety and security of the Treasury team. For example, she organized the use of an employee stairwell to transport cash drawers, which replaced the previous routes that utilized elevators with the public. Tessa arranged for staff to complete Active Shooter training with Bakersfield Police, and a panic button test to ensure all panic buttons worked properly.

#### **Ashleigh Perez, Accounting Clerk I**

Ashleigh has been employed with the City for two and a half years. She has consistently shown excellent attention to detail, interpersonal skills, adaptability, and integrity. She has exemplary customer service skills with both internal and external customers, and is able to navigate difficult situations while maintaining positive customer relations. Ashleigh created directional signs for the public renewing Business Tax Certificates, which has decreased wait times for customers and improved Treasury's customer service.

### **FIRE**

#### **Shane Gardner, Hazardous Materials Specialist**

Shane has been employed with the City for six years. Shane is a Hazmat Specialist who is competent and trusted within the department to make decisions or take actions to protect team members and the public. He coordinates hazmat inspections with multiple responsible parties to ensure the City's hazmat compliance at the local, state, and federal agency levels. Shane's contributions have resulted in more Fire Department inspections of local businesses, helping business owners recognize and address hazards, prevent fires or accidents, and ultimately protect lives.

### **POLICE**

#### **Marcela Haskins, Police Sergeant**

Sergeant Haskins has been employed with the City for eighteen years. She supervises the Robbery-Homicide Detail, and is dedicated to improving case clearance rates and improving the crime solving capabilities of the Police Department. Sergeant Haskins speaks fluent Spanish, and often interacts with the Spanish-speaking members of the community not only on matters of robberies and homicides, but also on all matters requiring detective-level investigation. She consistently shows high levels of dedication and leadership, which enhances both the effectiveness and professionalism of her unit.

#### **Tamia Smith, Communications Center Supervisor**

Tamia has been employed with the City for twenty-three and a half years. As Agency CLETS and Training Coordinator, Tamia has worked hard to improve the efficiency of the training program for the Communications Center. In addition to these duties, Tamia is involved in other duties

such as DOJ Certified CLETS Instructor, Agency TLO, Emergency Response Team member, Recruitment team member, Explorer Advisor, Police and Dispatch Academy Instructor, Professional Staff Development Committee, Active Shooter Policy Committee, and as a presenter for Bakersfield College Criminal Justice courses and the South High Criminal Justice Mentor Program.

#### **Mason Woessner, Police Sergeant**

Sergeant Woessner has been employed with the City for twenty years. He supervises the Violent Criminal Apprehension Team (VCAT), and is dedicated to reaching the City's goals of creating a safer community. He developed a user-level operational planning tool for emergency planning, which has improved the outcome of emergencies and his peers are able to create during emergencies.

### **PUBLIC WORKS**

#### **Richard Gutierrez, Heavy Equipment Operator – Solid Waste**

Richard has been employed with the City for fourteen years. He has taken a leading role in training customers as the educator for the commercial recycling program. He has also been a leader for training his coworkers. For example, he created a training packet for front loaders for new trainees. His diverse knowledge has allowed him to play a key role in route design for front loader routes, adjusting routes for safety and efficiency, which helps reduce overtime and maximizes the efficiency of Solid Waste facilities.

#### **Susan Hernandez, Accounting Clerk II – Solid Waste**

Susan has been employed with the City for fifteen years. This past year, Susan took the initiative to clear the department's Utility Inactive Balance List. The list included a backlog of close to 60 pages and over 10,000 customers. Susan was able to reduce the list to two pages and fifteen customers, all while completing her normal job duties. This effort returned thousands of dollars to rightful customers, released the City of liabilities from holding these funds, and allowed the City to escheat thousands of dollars of unclaimed funds to the City's revenue. Susan not only demonstrates a strong work ethic, she is also a reliable team player who is always willing to assist her coworkers in any way she can.

### **RECREATION & PARKS**

#### **Linda Mc Vicker, Recreation Supervisor II**

Linda has been employed with the City for thirty-four years, and has managed the MLK Center for over 17 years. Every year, Linda has found ways to provide a fun and safe environment for kids and citizens in the area. The expansion of the free food program at MLK to include breakfast, lunch, and snacks in the summer as well as after school has made a difference for serving the needs of the children who attend the center. Her knowledge and approachable personality is the key to Recreation and Parks success.

#### **Eliazar Sanchez, Light Equipment Operator**

Eliazar has been employed with the City for seventeen years. His leadership in carrying out special projects and his availability to train staff make him an invaluable asset to any department that he assists. Specifically, Eliazar's leadership was demonstrated when he took charge of the weed control and fire break issue at the Fairfax Hillside. He led a team through special safety-training and carried out the much needed weed clearance for the area. Eliazar has extensive knowledge and experience in operating equipment, turf management, fall/winter projects, and weed control, which are

located at various assignments throughout downtown and East Bakersfield. Overall, Eliazar exemplifies a willing spirit when it comes to the success of the department.

#### **Antonio Vasquez, Facility Worker**

Antonio has been employed with the City for nineteen years. He is truly a dedicated employee focused on exceeding department standards, and is always called upon and willing to assist with special projects. Some projects that he has assisted with are the TCP tank beautification at Pin Oak Park and the operation of the Pressurized Exhaust Rodent Controller (PERC) used throughout the city. Antonio is a team player who trains other staff, and assists them on all assignments in their daily maintenance schedules whenever needed. He is always willing to help with difficult tasks, continues to look for innovative ways to apply his skills, and consistently generates improved procedures and processes. Antonio is a valued member within the Parks Department.

### **WATER RESOURCES**

#### **Omar Flores, Canal Tender II**

Omar has been employed with the City for two years. He has taken great initiative in not only accomplishing all of his job duties, but also in learning additional responsibilities that have helped him work more efficiently. For example, he took the initiative to complete training on how to collect stream flow measurements so that he can collect his own information. This allows the Hydrographic Team to focus on higher priority or emergency tasks. Omar has excellent communication skills, and his understanding of how the river and canal system works in the field and how it translates to flow data in the office is exceptional. Omar has taken on the role of leader and mentor for his coworkers, and often goes above and beyond to ensure daily work is double-checked and finalized.

#### **William Tyson Tillman, Maintenance Craftworker I**

William has been employed with the City for eight years. He continually demonstrates his ability to innovatively solve problems, both individually and in a leadership role. William led the effort in rebuilding six slide gate lifts at the canal structures within Mill Creek Park to ensure the facility operates more efficiently and remains open to the community. He redesigned the mechanisms, manufactured the necessary parts, and performed the installation. In addition, he went above and beyond to re-construct an improved duck ramp to provide the ducks safe access to the canal. William shows the same enthusiasm and reliability to all projects and assignments he works on. William's versatility, flexibility, and creativity have been a valuable asset to his department and the community.



# **BAKERSFIELD**

THE SOUND OF *Something Better*

# ADMINISTRATIVE REPORT

**MEETING DATE:** 9/25/2019

Public Statements 5. a.

**TO:** Honorable Mayor and City Council  
**FROM:** Julie Drimakis, City Clerk  
**DATE:** 9/27/2019  
**WARD:**  
**SUBJECT:** Written material submitted during the Public Statements portion of the meeting.

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## STAFF RECOMMENDATION:

## BACKGROUND:

### ATTACHMENTS:

Description	Type
❑ Written material submitted by Robert Lee	Correspondence
❑ Written material submitted by Kurt Wingate	Correspondence



# 2020 Census at a Glance

The census is much more than just a head count. It provides a picture of our nation that helps determine where to build new schools, hospitals, and businesses; how federal funding is distributed; and how congressional seats are apportioned. It also helps us see how our communities have changed over time. That's why an accurate count is so important.

## UNDERSTANDING THE CENSUS

Once every decade, the federal government conducts a census of the entire population to count everyone in the United States and record basic information about them. Our nation's founders believed this data was so important that they mandated the decennial census in the Constitution.



### *Easy and Convenient*

In 2020, for the first time ever, the U.S. Census Bureau will accept responses online and by phone. You can still complete the census by mail.



### *Confidential and Secure*

Strict federal law protects your census responses. It is against the law for any Census Bureau employee to disclose or publish any census information that identifies an individual or business. Census Bureau employees take a lifelong pledge of confidentiality to handle data responsibly and keep respondents' information private. The penalty for wrongful disclosure is a fine of up to \$250,000 or imprisonment for up to 5 years, or both. No law enforcement agency (not the DHS, ICE, FBI, or CIA) can access or use your personal information at any time. Data collected can only be used for statistical purposes that help inform important decisions, including how much federal funding your community receives.

The Census Bureau will never ask for your Social Security number, bank or credit card account numbers, money or donations, or anything on behalf of a political party.

The Census Bureau has a robust cybersecurity program that incorporates industry best practices and federal security standards for encrypting data.

To make sure you and your community are counted, learn more about the 2020 Census by visiting [2020census.gov](https://2020census.gov).

## KEY MILESTONES FOR THE 2020 CENSUS

- **September 2018**—The Census Bureau's recruitment Web site went live: [2020census.gov/jobs](https://2020census.gov/jobs). For each decennial census, the Census Bureau begins recruiting thousands of paid census takers to help ensure a complete and accurate count. Interested applicants can visit the Web site to apply for a variety of jobs beginning in 2019 and through summer 2020.
- **April 2019**—The 2020 Census Web site goes live: [2020census.gov](https://2020census.gov). This site will be available in multiple languages and will provide downloadable materials, answers to frequently asked questions, and more information about how individuals and organizations can help spread the word about the 2020 Census.
- **August 2019**—New Statistics in Schools classroom activities are available online: [census.gov/schools](https://census.gov/schools). The Statistics in Schools program provides resources for teaching and learning with real-life data.
- **January 2020**—The first enumeration of the 2020 Census takes place in Toksook Bay, Alaska. Local census takers must get a head start while the frozen ground allows easier access to remote areas with unique accessibility challenges.
- **March 2020**—The public can begin responding to the 2020 Census online at [2020census.gov](https://2020census.gov). Replying by mail or phone will also be an option.
- **April 2020**—Every 10 years, we observe Census Day on April 1.
- **June 2020 through July 2020**—Census takers go door to door to count people who have not responded to the 2020 Census. Census takers are Census Bureau employees and will provide proof that they are official government personnel.
- **December 31, 2020**—By this date, as required by law, the Census Bureau reports to the President of the United States the population count and the apportionment of seats in the U.S. House of Representatives to each state.
- **2021**—Initial 2020 Census data are made available to the public on [census.gov](https://census.gov).



# Partnership Fact Sheet

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**The once-a-decade population count affects your representation in government, determines how much funding your community receives, and provides data to help you plan for the future. Join us to spread the word about the importance of the 2020 Census and help ensure a complete and accurate count.**

## BENEFITS OF A COMPLETE COUNT

A complete count of every person living in the United States has tremendous benefits for you and for your stakeholders.

Census data:

- Accurately determine how many representatives each state has in Congress and inform the redrawing of congressional district boundaries.
- Are used as the basis for distributing more than \$675 billion in federal funds annually to states, counties, and communities to support resources such as schools, hospitals, and fire departments.
- Inform business decisions, policy, community initiatives, and consumer advocacy.

## WHAT IT MEANS TO BE A 2020 CENSUS PARTNER

You can make a difference—no matter how much time you're able to commit. As trusted voices in the communities they serve, partners are critical to the success of the 2020 Census. These are some of the many ways you can get involved:

- Use U.S. Census Bureau tools, information, and messaging in creative ways to increase public participation; for example, share newsletter articles and co-branded products and post on social media.

- Host a workshop to devise possible solutions to 2020 Census challenges in your community and generate commitments to tackle them.
- Provide information to stakeholders about the importance and benefits of participating in the 2020 Census; for example, invite Census Bureau officials to speak to your audience.
- Encourage people in your community to work for the Census Bureau, and share this link with them: [2020census.gov/jobs](https://2020census.gov/jobs).

## WHY BECOME A 2020 CENSUS PARTNER?

As a 2020 Census partner, you will:

- Become part of a powerful network of government, nonprofit, corporate, and community organizations with a diverse group of industry professionals.
- Help ensure that your community is accurately represented.
- Have personalized access to Census Bureau data tools and products, workshops to help you use data effectively, and one-on-one support from data trainers.

Not only will you help ensure that the people you work with are accurately represented, but you will also be able to use Census Bureau resources to improve your community.

## INTERESTED IN PARTNERING WITH THE CENSUS BUREAU?

National organizations interested in partnering with the Census Bureau can contact the 2020 Census Partnership Program at [census.partners@census.gov](mailto:census.partners@census.gov) to share ideas about how we can work together to ensure a complete and accurate count.

State and local organizations can reach out to their regional census center using the contact information below.

### Atlanta

Phone: 404-889-6520

E-mail: [Atlanta.rcc.partnership@2020census.gov](mailto:Atlanta.rcc.partnership@2020census.gov)

### Chicago

Phone: 312-579-1605

E-mail: [Chicago.rcc.partnership@2020census.gov](mailto:Chicago.rcc.partnership@2020census.gov)

### Dallas

Phone: 972-510-1800

E-mail: [Dallas.rcc.partnership@2020census.gov](mailto:Dallas.rcc.partnership@2020census.gov)

### Los Angeles

Phone: 213-314-6500

E-mail: [Los.Angeles.rcc.partnership@2020census.gov](mailto:Los.Angeles.rcc.partnership@2020census.gov)

### New York

Phone: 212-882-2130

E-mail: [New.York.rcc.partnership@2020census.gov](mailto:New.York.rcc.partnership@2020census.gov)

### Philadelphia

Phone: 267-780-2530

E-mail: [Philadelphia.rcc.partnership@2020census.gov](mailto:Philadelphia.rcc.partnership@2020census.gov)

We look forward to welcoming you as a Census Bureau partner.

For the latest updates on the 2020 Census, visit [2020census.gov](https://2020census.gov).

## KEY MILESTONES

- **September 2018**—The Census Bureau's recruitment Web site went live: [2020census.gov/jobs](https://2020census.gov/jobs). For each decennial census, the Census Bureau begins recruiting thousands of paid census takers to help ensure a complete and accurate count. Interested applicants can visit the Web site to apply for a variety of jobs beginning in 2019 and through summer 2020.
- **April 2019**—The 2020 Census Web site goes live: [2020census.gov](https://2020census.gov). This site will be available in multiple languages and will provide downloadable materials, answers to frequently asked questions, and more information about how individuals and organizations can help spread the word about the 2020 Census.
- **August 2019**—New Statistics in Schools classroom activities are available online: [census.gov/schools](https://census.gov/schools). The Statistics in Schools program provides resources for teaching and learning with real-life data.
- **January 2020**—The first enumeration of the 2020 Census takes place in Toksook Bay, Alaska. Local census takers must get a head start while the frozen ground allows easier access to remote areas with unique accessibility challenges.
- **March 2020**—The public can begin responding to the 2020 Census online at [2020census.gov](https://2020census.gov). Replying by mail or phone will also be an option.
- **April 2020**—Every 10 years, we observe Census Day on April 1.
- **June 2020 through July 2020**—Census takers go door to door to count people who have not responded to the 2020 Census. Census takers are Census Bureau employees and will provide proof that they are official government personnel.
- **December 31, 2020**—By this date, as required by law, the Census Bureau reports to the President of the United States the population count and the apportionment of seats in the U.S. House of Representatives to each state.
- **2021**—Initial 2020 Census data are made available to the public on [census.gov](https://census.gov).



# CENSUS 101: WHAT YOU NEED TO KNOW

The 2020 Census is closer than you think!  
Here's a quick refresher of what it is and why it's essential that everyone is counted.

## Everyone counts.

The census counts every person living in the U.S. once, only once, and in the right place.

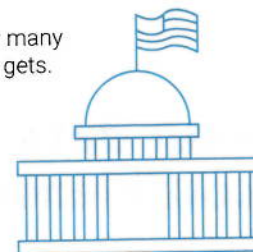


## It's in the Constitution.

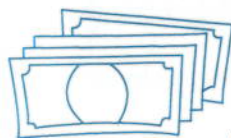
The U.S. Constitution requires a census every 10 years. The census covers the entire country and everyone living here. The first census was in 1790.

## It's about fair representation.

Every 10 years, the results of the census are used to reapportion the House of Representatives, determining how many seats each state gets.



## It means \$675 billion.



Census data determine how more than \$675 billion are spent, supporting your state, county and community's vital programs.

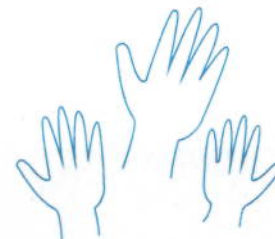


## It's about redistricting.

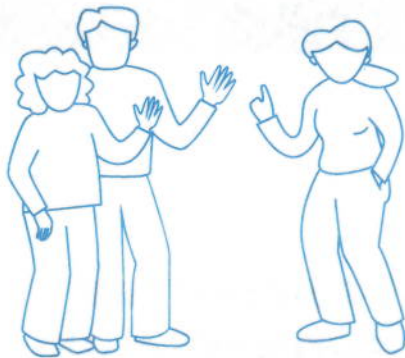
After each census, state officials use the results to redraw the boundaries of their congressional and state legislative districts, adapting to population shifts.

## Taking part is your civic duty.

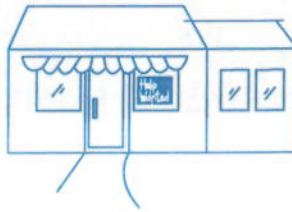
Completing the census is required: it's a way to participate in our democracy and say "I COUNT!"



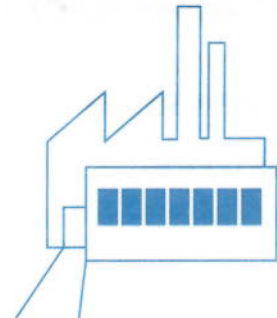
## Census data are being used all around you.



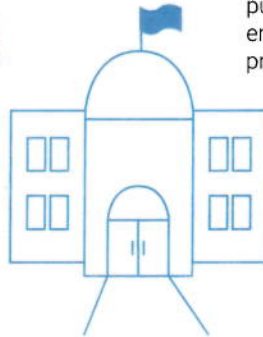
Residents use the census to support community initiatives involving legislation, quality-of-life and consumer advocacy.



Businesses use census data to decide where to build factories, offices and stores, which create jobs.



Local governments use the census for public safety and emergency preparedness.



Real estate developers use the census to build new homes and revitalize old neighborhoods.



## Your data are confidential.

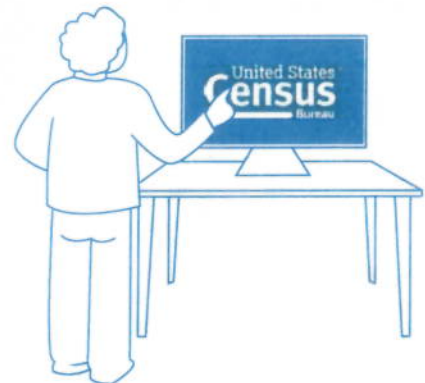
Federal law protects your census responses. Your answers can only be used to produce statistics.

By law we cannot share your information with immigration enforcement agencies, law enforcement agencies, or allow it to be used to determine your eligibility for government benefits.



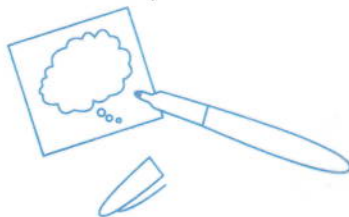
## 2020 will be easier than ever.

In 2020, you will be able to respond to the census online.



## You can help.

You are the expert—we need your ideas on the best way to make sure everyone in your community gets counted.



United States  
**Census**  
Bureau

U.S. Department of Commerce  
Economics and Statistics Administration  
U.S. CENSUS BUREAU  
[census.gov](https://www.census.gov)

FIND OUT HOW TO HELP AT  
[CENSUS.GOV/PARTNERS](https://www.census.gov/partners)





Every household will have the option of responding online, by mail, or by phone.

Nearly every household will receive an invitation to participate in the 2020 Census from either a postal worker or a census worker.

 **95%** of households will receive their census invitation in the mail.



 **Almost 5%** of households will receive their census invitation when a census taker drops it off. In these areas, the majority of households may not receive mail at their home's physical location (like households that use PO boxes or areas recently affected by natural disasters).

 **Less than 1%** of households will be counted in person by a census taker, instead of being invited to respond on their own. We do this in very remote areas like parts of northern Maine, remote Alaska, and in select American Indian areas that ask to be counted in person.

Note: We have special procedures to count people who don't live in households, such as students living in university housing or people experiencing homelessness.

# How the 2020 Census will invite everyone to respond



## What to Expect in the Mail

When it's time to respond, most households will receive an invitation in the mail.

Every household will have the option of responding online, by mail, or by phone.

Depending on how likely your area is to respond online, you'll receive either an invitation encouraging you to respond online or an invitation along with a paper questionnaire.

### Letter Invitation

- Most areas of the country are likely to respond online, so most households will receive a letter asking you to go online to complete the census questionnaire.
- We plan on working with the U.S. Postal Service to stagger the delivery of these invitations over several days. This way we can spread out the number of users responding online, and we'll be able to serve you better if you need help over the phone.

### Letter Invitation and Paper Questionnaire

- Areas that are less likely to respond online will receive a paper questionnaire along with their invitation. The invitation will also include information about how to respond online or by phone.

WHAT WE WILL SEND IN THE MAIL	
On or between	You'll receive:
March 12-20	An invitation to respond online to the 2020 Census. (Some households will also receive paper questionnaires.)
March 16-24	A reminder letter.
	<b>If you haven't responded yet:</b>
March 26-April 3	A reminder postcard.
April 8-16	A reminder letter and paper questionnaire.
April 20-27	A final reminder postcard before we follow up in person.

### We understand you might miss our initial letter in the mail.

- Every household that hasn't already responded will receive reminders and will eventually receive a paper questionnaire.
- It doesn't matter which initial invitation you get or how you get it—we will follow up in person with all households that don't respond.



# Counting Young Children in the 2020 Census

## Counting everyone once, only once, and in the right place

An estimated 5 percent of kids under the age of 5 weren't counted in the 2010 Census. That's about 1 million young children, the highest of any age group.

We need your help closing this gap in the 2020 Census. Here's what our research tells us about why young children are missed and what you can do to help make sure they are counted.



### Common situations where young children aren't counted

### How you can help?



The **child splits time between two homes**.

The child lives or stays with **another family or with another relative such as a grandparent**.

- Emphasize that the census counts **everyone where they live** and sleep most of the time, even if the living arrangement is temporary or the parents of the child do not live there.
- If the child truly spends equal amounts of time between two homes, count them where they stayed on **Census Day, April 1**. Coordinate with the other parent or caregiver, if possible, so the child is not counted at both homes.
- If it's not clear where the child lives or sleeps most of the time, count them where they stayed on Census Day, April 1.



The child lives in a **lower income household**.

- Explain to service providers and families that responding to the census helps determine **\$675 billion in local funding** for programs such as food stamps (also called the Supplemental Nutritional Assistance Program or SNAP), the National School Lunch Program, and the Children's Health Insurance Program (CHIP). When children are missed in the census, these programs miss out on funding that is based on the number of children counted.



The child lives in a household with **young parents or a young, single mom**.

- Explain that filling out the census yourself, on your own schedule, is easier than having to respond when a census worker knocks on your door. Remind these households that the form should **only take about 10 minutes** to fill out and can be done online or over the phone, in addition to mailing it back.
- Encourage moms with young children to ask other household members to count them and their children on the form if others live in the household.



The child is a **newborn**.

- Emphasize that parents should **include babies** on census forms, even if they are still in the hospital on April 1.
- **Encourage facilities** providing services to newborns to remind parents about the importance of counting their children on the census form.
- Highlight the fact that the census form only takes about 10 minutes to complete, and parents can **fill it out online or over the phone in addition to paper** at a time that works best for them.

## Common situations where young children aren't counted

## How you can help?



The child lives in a household that is **large, multigenerational, or includes extended or multiple families**.

- Remind the person filling out the form to count all children, including nonrelatives and children with no other place to live, even if they are only living at the address temporarily on April 1.
- Spread the word that the census **counts all people living or staying** at an address, not just the person or family who owns or rents the property.



The child lives in a household that **rents or recently moved**.

- Encourage renters and recent movers to complete their census forms **online or over the phone**, right away. That way they don't need to worry about paper forms getting lost in the move.
- **Focus efforts** on multiunit buildings that are likely to have renters.



The child lives in a household where they're **not supposed to be**, for one reason or another.

- Please explain to those that have children living in places where they aren't allowed (for example, grandparents in a seniors-only residence that have a grandchild living with them, a family with more people, including children, than the lease allows) that they should include the children because the **Census Bureau does not share information** so it can't be used against them.
- Emphasize the Census Bureau's legal commitment to keep census **responses confidential**.
- Explain that the Census Bureau **will never share information** with immigration enforcement agencies like Immigration and Customs Enforcement (ICE), law enforcement agencies like the police or Federal Bureau of Investigation (FBI), or allow this information to be used to determine eligibility for government benefits.



The child lives in a **non-English or limited-English speaking** household.

- **Conduct outreach** and create resources in non-English languages that highlight the importance of counting young children.
- **Encourage non-English speakers to self-respond** to the census and let them know that for the 2020 Census, the online form and telephone line will be available in 13 languages, including English. Language guides will be available in 59 languages other than English.



The child lives in a household of **recent immigrants or foreign-born adults**.

- Work with community members to conduct outreach in neighborhoods with recent immigrants. **Focus efforts** on the **community's gathering places** like local grocery stores, places of worship, and small restaurants.
- Emphasize the **Census Bureau's legal commitment** to keep census responses confidential. Explain that the Census Bureau will never share information with immigration enforcement agencies like Immigration and Customs Enforcement (ICE), law enforcement agencies like the police or Federal Bureau of Investigation (FBI), or allow this information to be used to determine eligibility for government benefits.



# The 2020 Census and Confidentiality

*Your responses to the 2020 Census are safe, secure, and protected by federal law. Your answers can only be used to produce statistics—they cannot be used against you in any way. By law, all responses to U.S. Census Bureau household and business surveys are kept completely confidential.*

## Respond to the 2020 Census to shape the future.

Responding to the census helps communities get the funding they need and helps businesses make data-driven decisions that grow the economy. Census data impact our daily lives, informing important decisions about funding for services and infrastructure in your community, including health care, senior centers, jobs, political representation, roads, schools, and businesses. More than \$675 billion in federal funding flows back to states and local communities each year based on census data.



## Your census responses are safe and secure.

The Census Bureau is required by law to protect any personal information we collect and keep it strictly confidential. The Census Bureau can only use your answers to produce statistics. In fact, every Census Bureau employee takes an oath to protect your personal information for life. Your answers cannot be used for law enforcement purposes or to determine your personal eligibility for government benefits.

## By law, your responses cannot be used against you.

By law, your census responses cannot be used against you by any government agency or court in any way—not by the Federal Bureau of Investigation (FBI), not by the Central Intelligence Agency (CIA), not by the Department of Homeland Security (DHS), and not by U.S. Immigration and Customs Enforcement (ICE). The law requires the Census Bureau to keep your information confidential and use your responses only to produce statistics.



## The law is clear—no personal information can be shared.

Under Title 13 of the U.S. Code, the Census Bureau cannot release any identifiable information about individuals, households, or businesses, even to law enforcement agencies.

The law states that the information collected may only be used for statistical purposes and no other purpose.

To support historical research, Title 44 of the U.S. Code allows the National Archives and Records Administration to release census records only after 72 years.

All Census Bureau staff take a lifetime oath to protect your personal information, and any violation comes with a penalty of up to \$250,000 and/or up to 5 years in prison.



## There are no exceptions.

The law requires the Census Bureau to keep everyone's information confidential. By law, your responses cannot be used against you by any government agency or court in any way. The Census Bureau will not share an individual's responses with immigration enforcement agencies, law enforcement agencies, or allow that information to be used to determine eligibility for government benefits. Title 13 makes it very clear that the data we collect can only be used for statistical purposes—we cannot allow it to be used for anything else, including law enforcement.

## It's your choice: you can respond securely online, by mail, or by phone.

You will have the option of responding online, by mail, or by phone. Households that don't respond in one of these ways will be visited by a census taker to collect the information in person. Regardless of how you respond, your personal information is protected by law.

## Your online responses are safe from hacking and other cyberthreats.

The Census Bureau takes strong precautions to keep online responses secure. All data submitted online are encrypted to protect personal privacy, and our cybersecurity program meets the highest and most recent standards for protecting personal information. Once the data are received, they are no longer online. From the moment the Census Bureau collects responses, our focus and legal obligation is to keep them safe.

## We are committed to confidentiality.

At the U.S. Census Bureau, we are absolutely committed to keeping your responses confidential. This commitment means it is safe to provide your answers and know that they will only be used to paint a statistical portrait of our nation and communities.

Learn more about the Census Bureau's data protection and privacy program at [www.census.gov/privacy](https://www.census.gov/privacy).



## Laws protecting personal census information have withstood challenges.

In 1982, the U.S. Supreme Court confirmed that even addresses are confidential and cannot be disclosed through legal discovery or the Freedom of Information Act (FOIA). In 2010, the U.S. Justice Department determined that the Patriot Act does not override the law that protects the confidentiality of individual census responses. No court of law can subpoena census responses.

# Contact Information

**Robert E. Lee, Kern County Partnership Specialist**  
Community Partnership Engagement Program,  
U.S. Census Bureau  
Cell Phone: 805.881.2027  
[robert.lee2@2020census.gov](mailto:robert.lee2@2020census.gov)



## 2020 Census Timeline

## Contact Information

For additional information about the Complete Count Committees program, please contact your regional census office.

## Complete Count Committees

### 2018

- Tribal leader, governor, or highest elected local official or community leader determines Complete Count Committees (CCCs) structure.
- CCCs receive 2020 Census training.

### 2019

- Continue establishing CCCs.
- Open Area Census Offices.
- CCCs develop strategy and work plan.

### 2020

- CCCs begin community organization mobilization.
- 2020 Census advertising campaign begins in early 2020.
- CCCs support the 2020 Census.
- CCCs encourage self-response.

### April 1, 2020 – CENSUS DAY

- CCCs urge households who do not respond to cooperate with census takers.

#### Please contact:

**ATLANTA**  
Atlanta.rcc  
.partnership  
@2020census.gov

**CHICAGO**  
Chicago.rcc  
.partnership  
@2020census.gov

**DALLAS**  
Dallas.rcc  
.partnership  
@2020census.gov

**LOS ANGELES**  
Los.Angeles.rcc  
.partnership  
@2020census.gov

**NEW YORK**  
New.York.rcc  
.partnership  
@2020census.gov

**PHILADELPHIA**  
Philadelphia.rcc  
.partnership  
@2020census.gov

#### If you reside in:

Alabama, Florida,  
Georgia, Louisiana,  
Mississippi,  
North Carolina,  
and South Carolina

Arkansas, Illinois,  
Indiana, Iowa,  
Michigan, Minnesota,  
Missouri, and  
Wisconsin

Arizona, Colorado,  
Kansas, Montana,  
Nebraska, New  
Mexico, North  
Dakota, South  
Dakota, Oklahoma, Texas,  
Utah, and Wyoming

Alaska, California,  
Hawaii, Idaho,  
Nevada, Oregon,  
and Washington

Connecticut, Maine,  
Massachusetts, New  
Hampshire, New Jersey,  
New York, Rhode Island,  
Vermont, and Puerto Rico

Delaware, District of  
Columbia, Kentucky,  
Maryland, Ohio,  
Pennsylvania, Tennessee,  
Virginia, and West Virginia



July 2018  
D-1256 CCC

United States  
**Census**  
Bureau

United States  
**Census**  
2020



## The 2020 Census is almost here!

The 2020 Census provides an opportunity for everyone to be counted. Tribal, state, and local governments; community-based organizations; faith-based groups; schools; businesses; the media; and others play a key role in developing partners to educate and motivate residents to participate in the 2020 Census.

When community members are informed, they are more likely to respond to the census. Through collaborative partnerships, the U.S. Census Bureau and community leaders can reach the shared goal of counting EVERYONE in 2020.

**The Complete Count Committees (CCC) program is key to creating awareness in communities all across the country.**

- CCCs utilize local knowledge, influence, and resources to educate communities and promote the census through locally based, targeted outreach efforts.
- CCCs provide a vehicle for coordinating and nurturing cooperative efforts between tribal, state, and local governments; communities; and the Census Bureau.
- CCCs help the Census Bureau get a complete count in 2020 through partnerships with local governments and community organizations.

# Get Started

## WHO?

Tribal, state, and local governments work together with partners to form CCCs to promote and encourage response to the 2020 Census in their communities. Community-based organizations also establish CCCs that reach out to their constituents.

## WHAT?

A CCC is comprised of a broad spectrum of government and community leaders from education, business, healthcare, and other community organizations. These trusted voices develop and implement a 2020 Census awareness campaign based upon their knowledge of the local community to encourage a response.

## WHEN?

The formation of CCCs is happening NOW! Leaders are identifying budget resources and establishing local work plans. In 2020, they will implement the plans and lead their communities to a successful census count.

## WHY?

The primary goal of the 2020 Census is to count everyone once, only once, and in the right place.

Community influencers create localized messaging that resonates with the population in their area. They are trusted voices and are best suited to mobilize community resources in an efficient manner.

## HOW?

It's up to all of us! CCCs know the best way to reach the community and raise awareness. Some activities could include:

- Holding CCC kickoff meetings with media briefings.
- Participating in Census rallies or parades.
- Coordinating Census unity youth forums.
- Hosting Interfaith breakfasts and weekend events.
- Encouraging the use of Statistics in Schools classroom resources.
- Incorporating census information in newsletters, social media posts, podcasts, mailings, and websites.
- Helping recruit census workers when jobs become available.

September 25, 2019

Dear City Council,

We are having problems with the homeless in our area (Oleander/Sunset/Park). Many are loitering, sleeping in the alley, drinking and doing drugs, leaving trash and committing crimes in our historic neighborhood. Many more have come this week (there was a Caltrans sweep on Stockdale and 99 and they have moved down the street to our neighborhood) and are wreaking havoc on our lives.

The homeless are mainly hanging around the Oak/California/Park Way area. They are also spending time in the alleys and breaking into backyards and garages.

When I came home from work today, there were 5 homeless laying around and sleeping on the grass area of the Travelodge and Hampton Inn. There was a homeless person on every center island of the intersection of California and Oak. There were homeless sleeping at the Arco and others hanging out in the alley behind Circle K. This is SHAMEFUL and unacceptable!!!

There are drug needles being found (with all the other trash and alcoholic bottles) in our alleys and at the businesses. This is a neighborhood that has children and deserves to be free from these concerns.

I have many questions that need to be answered when it comes to my/our rights as tax paying citizens of Bakersfield. Our neighborhood is beyond frustrated with the lack of concern from the businesses on Oak and the ineffectiveness of law enforcement to protect our beautiful city and neighborhood.

Whose responsibility is this? Isn't it illegal to do drugs on our streets and be publically intoxicated with alcohol??? Isn't it illegal to sleep in the alleys and on the grass of businesses? What about the trash they leave behind? What can we do legally as a neighborhood? Don't we have rights too?

We are struggling to keep this under control, but it's only getting worse! My husband and I pick up trash the homeless leave behind EVERY SINGLE DAY! We are fighting for our neighborhood and the city that we love.

We, the citizens of Bakersfield, need answers, so I would greatly appreciate a phone call.

Thanks so much,  
Ray and Lisa Hammond  
661-428-3358





# ADMINISTRATIVE REPORT

**MEETING DATE:** 9/25/2019

Workshops 6. a.

**TO:** Honorable Mayor and City Council

**FROM:** Alan Tandy, City Manager

**DATE:** 9/19/2019

**WARD:**

**SUBJECT:** City Efforts to Address Homelessness, follow-up from September 11, 2019 Workshop.

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## STAFF RECOMMENDATION:

Receive and File update.

## BACKGROUND:

### HOMELESS CRISIS IN BAKERSFIELD

In recent years, the State of California has experienced an increase in the number of homeless individuals throughout the State, including within the City of Bakersfield. The annual 2019 "Point in Time Count" showed 1,330 homeless individuals in Kern County with 1,150 (or 80%) located within the Metropolitan Bakersfield area. These numbers represent an overall increase of 50% over the prior year, with 643 un-sheltered individuals in the Metro area.

### SEPTEMBER 11, 2019 WORKSHOP

On September 11, 2019, a Workshop was presented to the City Council to review the actions that the City has taken to address homelessness in Bakersfield. Discussion included an overview of past City actions to support homeless service providers and the following new initiatives and programs:

City's 3-Point approach to address Homelessness:

#### 1. Acknowledge the Crisis:

- Emergency Resolution passed November 8, 2019.

#### 2. Strengthen Existing Providers:

- 40 new Emergency Beds at Bakersfield Homeless Center: \$1.1 Million

CDBG/RDA allocated 11/7/18.

- **40 new Emergency Beds at the Mission at Kern County:** \$1.1 Million State HEAP funds allocated 1/23/19.
- **Fund BHC Operations:** \$200,000 allocated on 12/12/18.
- **Fund BHC Job Programs:** Nearly \$1 million per year (over 50 employed last year):
  - Animal Control Facility Program (approximately \$210,000), operating since 2013
  - Greenwaste Facility Program (approximately \$250,000), operating since 2010
  - Freeway Litter Removal Program, Multi-agency with Caltrans & KernCOG funds.

### 3. Implement PSVS funds for New Programs:

- Support Downtown Clean Teams
- Increased Policing and Security
- Support for Kern County Homeless Collaborative
- Construction of Additional Emergency Shelter Beds
- Rapid Response Team Launch
- Community Prosecution Program
- Clarification of Use of City Facilities

### COUNCIL DIRECTION

At the conclusion of the September 11, 2019 Workshop, the City Council gave Staff specific direction to take next steps toward implementation of several programs. The specific direction and current status are noted below.

	Topic	Direction	Status	Next Steps
1	<b>Downtown Cleaning</b>	Directed Staff to return to Council with a Contract for Downtown cleaning service.	RFP Issued on 9/13/19 with 48-hour response window. 2 responses received. Recommended bid: \$90,740	Council Action: Consent Item on 9/25/19 Agenda
2	<b>Private Security</b>	Directed Staff to return to Council with a Contract for private security service.	RFP Issued on 9/13/19 with 48-hour response window. 3 responses received. Recommended bid: \$86,856.32	Council Action: Consent Item on 9/25/19 Agenda
3	<b>Homeless Collaborative</b>	Directed Staff to return to Council with a budget appropriation to support the new staff for the Homeless Collaborative.	MOU prepared and ready for signature; along with Budget Appropriation (\$155,000)	Council Action: Consent Item on 9/25/19 Agenda
4	<b>Emergency Shelter</b>	Directed Staff to return to Council with a Purchase or Lease	Staff engaged in active real estate negotiations.	Upcoming Agenda Item Goal:10/23/19

		Contract for a recommended property within 30 days.		
5	<b>Community Prosecution Program</b>	Directed Staff to negotiate with Kern County to provide partial funding in support of the Program.	On 9/18/19, City Staff met with Kern County Supervisor Scrivner, the District Attorney, the Sheriff and CAO staff to discuss preliminary plan and costs. The County is continuing work to prepare operational and cost calculations; discussions are ongoing.	Upcoming Agenda Item Goal:10/23/19

**ATTACHMENTS:**

Description	Type
 PowerPoint presentation	Presentation

MEETING  
9/25/19 - workshops b-a

# City Efforts to Address Homelessness Follow-up from 9/11/19 Workshop

Bakersfield City Council Meeting  
September 25, 2019



## Homelessness in Bakersfield: September 11, 2019 Workshop

- May 24, 2017. City Council Discussion on Homelessness
- February 21, 2018. Update on City Response to Homelessness
- May 9, 2018. Workshop on Annual Point in Time Count

### City's Three-Point Approach

1. **Acknowledge the Crisis** – Emergency Resolution
2. **Strengthen Existing Providers**
  - 11/07/18. \$1.1 Million for **40 new Emergency Beds** at BHC
  - 12/12/18. \$200,000 allocation for BHC Operations
  - 01/23/19. \$1.1 Million for **40 new Emergency Beds** at the Mission
  - **Fund BHC Job Programs:** Nearly \$1 million per year (Animal Control Facility Program, Greenwaste Facility Program, Freeway Litter Removal Program)
3. **Implement new PSVS funds**

## Homelessness in Bakersfield: September 11, 2019 Workshop

### Implement new PSVS resources dedicated to Homelessness:

1. Support for Downtown Clean Teams
2. Increased Policing & Security
3. Support for the Kern County Homeless Collaborative
4. Rapid Response Team Launch
5. Support of Community Prosecution Program
6. Clarification of Use of City Facilities
7. Construction of Additional Emergency Shelter Beds

## - City in Action - City Council Direction – September 11<sup>th</sup> 2019

1. **Downtown Cleaning:** Return to Council with Contract for private downtown cleaning service.
2. **Private Security:** Return to Council with Contract for private security service.
3. **Homeless Collaborative:** Return to Council with budget appropriation to support the Homeless Collaborative.
4. **Emergency Shelter:** Return to Council with a Purchase or Lease Contract for a recommended property within 30 days.
5. **Community Prosecution Program:** Negotiate with County to provide partial funding in support of Program.



## - City in Action -

### City Council Administrative Report – 9/25/19

	Topic	Direction	Status	Next Steps
1	Downtown Cleaning	Directed Staff to return to Council with a Contract for Downtown cleaning service.	RFP Issued on 9/13/19 with 48-hour response window. 2 responses received. Recommended bid: \$90,740	Council Action: Consent Item on 9/25/19 Agenda
2	Private Security	Directed Staff to return to Council with a Contract for private security service.	RFP Issued on 9/13/19 with 48-hour response window. 3 responses received. Recommended bid: \$86,856.32	Council Action: Consent Item on 9/25/19 Agenda
3	Homeless Collaborative	Directed Staff to return to Council with a budget appropriation to support the new staff for the Homeless Collaborative.	MOU prepared and ready for signature; along with Budget Appropriation (\$155,000)	Council Action: Consent Item on 9/25/19 Agenda
4	Emergency Shelter	Directed Staff to return to Council with a Purchase or Lease Contract for a recommended property within 30 days.	Staff engaged in active real estate negotiations.	Upcoming Agenda Item Goal: 10/23/19
5	Community Prosecution Program	Directed Staff to negotiate with Kern County to provide partial funding in support of the Program.	On 9/18/19, City Staff met with Kern County Supervisor Scrivner, the District Attorney, the Sheriff and CAO staff to discuss preliminary plan and costs. The County is continuing work to prepare operational and cost calculations; discussions are ongoing.	Upcoming Agenda Item Goal: 10/23/19

5

## City in Action: PSVS Implementation

### 1. Downtown Clean Teams

- ✓ Request for Proposals issued 9/19/19, with **48-hour response window**.
- ✓ **Scope:** Daily Biohazard Cleanup in Downtown & Old Town Kern
- ✓ **Experience:** Substantial experience and background in biohazard human waste cleanup; including valid certification/license from the Environmental Services Branch of California Department of Public Health (CDPH).
- ✓ **Services:** 4 hours a day / 5 days a week (6:30 to 10:30 AM/ Monday - Friday)
- ✓ 2 Employees, Contractor to provide phone number for residents to call in.
- ✓ **Term:** 90-Day pilot program. If successful, 2 three-month extensions.
- ✓ **Response:** 2 Responses Received (\$90,740 and \$110,500)

#### Action:

**Approve Agreement for 90-day Pilot Program - \$90,740  
(Consent Agenda Item 8.aa)**



## City in Action: PSVS Implementation

### 2. Increased Policing & Security

(Slide 1 of 2)

- ✓ Request for Proposals issued 9/19/19, with **48-hour response window**.
- ✓ **Scope:** "Private Security Services Pilot Project with the BPD"
- ✓ **Term:** 90 Day Pilot Project.
- ✓ **Experience:** Substantial experience in security guard and patrol services; possess valid Private Patrol Operators License through the State of CA.
- ✓ **Services:**
  - ✓ 4 uniformed officers, seven days a week (32 hours/day).
  - ✓ Perform general security patrols as directed by BPD
  - ✓ Monitor and report illegal activities and report urgent response needed
  - ✓ Provide daily activity report with location, arrival time, departure time, activities or events that occurred, and any other pertinent information.
  - ✓ Use GPS technology to ensure accountability

## City in Action: PSVS Implementation

### 2. Increased Policing & Security

(Slide 2 of 2)

- ✓ **Response:** 3 Vendors - \$84,960, \$86,856, \$132,707
- ✓ **Recommendation:** Based on the responsiveness, positive references, and the reporting capabilities presented, the BPD recommends the proposal from Trans-West Security Services, Inc. as the contractor to best suit the current needs of the City

#### Action:

**Approve Agreement for 90-Day Pilot Program - \$86,856.32**  
(Consent Agenda Item 8.ab)

## City in Action: PSVS Implementation

### 3. Support for Kern County Homeless Collaborative

- ✓ Existing membership include service providers, non-profits, public agencies, etc. Funded by federal Grant used for housing vouchers, services, case management.
- ✓ City & County recognized need for additional support & pledged \$155,000 each to fund full-time staff and create a Non-Profit.
- ✓ Purpose: Strengthen ongoing efforts within the community and improve coordination of City, County, and non-profit resources & devote professional staff to expand, coordinate, and implement programs.
- ✓ Governing Board approved Bylaws, support documents on 9/25/19.

#### Action:

Authorize City Manager to sign MOU with Kern County and approve budget appropriation (\$155,000)

(Consent Agenda Item 8.ac)

## City in Action: PSVS Implementation

### 4. Additional Emergency Shelter Beds

- ✓ Over last 2 weeks, Staff has continued work on the following:
  - 3-Tier Property Search (Existing M-2, Commercial Listings, Local outreach)
  - Met with potential Operators and Service Providers
  - Issued Letters of Intent on two properties.
- ✓ Confidential real estate negotiations are in progress, expected to be completed by the next City Council meeting in October.

Action: Per Council Direction on September 11, 2019, Staff discussions are continuing and item will be scheduled at future City Council meeting.



## City in Action: PSVS Implementation

### 5. Community Prosecution Program

- ✓ Concept developed by the Kern County District Attorney's Office.
- ✓ Program would reserve 100+ County jail cells for individuals who commit misdemeanor crimes and are sentenced for up to 90 days.
- ✓ Individuals would receive medical, mental health & detoxification services.
- ✓ City agreed to allocate \$300,000 for 2 prosecuting Deputies in DA's office.
- ✓ Since 9/11/19, City Staff has met with the Kern County DA, Kern County Sheriff, Kern County Supervisor Scrivner, and Kern County CAO staff.
- ✓ Discussed potential configurations and costs of operation of a 120-bed men's facility and a 96-bed women's facility.
- ✓ County's estimated costs at time of discussion were approximately \$4,000,000 per year for the facilities; final numbers pending.

#### Action:

Per Council Direction on 9/11/19, Staff discussions continuing and item will be scheduled at future City Council meeting.

### - City in Action - Summary & Next Steps

	Topic	Next Steps
1	Downtown Cleaning	Approve Consent Item 8.aa
2	Private Security	Approve Consent Item 8.ab
3	Homeless Collaborative	Approve Consent Item 8.ac
4	Emergency Shelter	Upcoming Agenda Item Goal: 10/23/19
5	Community Prosecution Program	Upcoming Agenda Item Goal: 10/23/19

End

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## Emergency Shelter Update

### What Did the Research Show?

#### To encourage the homeless to come to the facility:

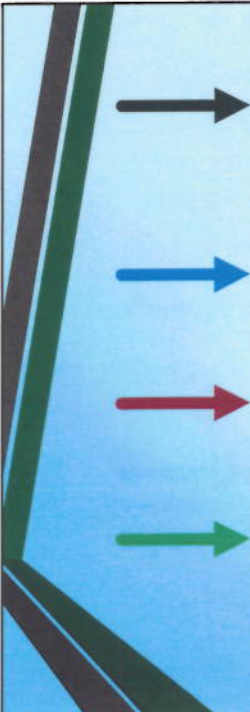
- ✓ Facility must be **safe**.
- ✓ Facility must be **clean**.
- ✓ Facility must be offer specific amenities and services **not otherwise available on the streets**.

#### To be Successful, the Facility Must:

- ✓ Be professionally operated.
- ✓ Be located in an area that will minimize and mitigate impacts to the surrounding community and businesses.



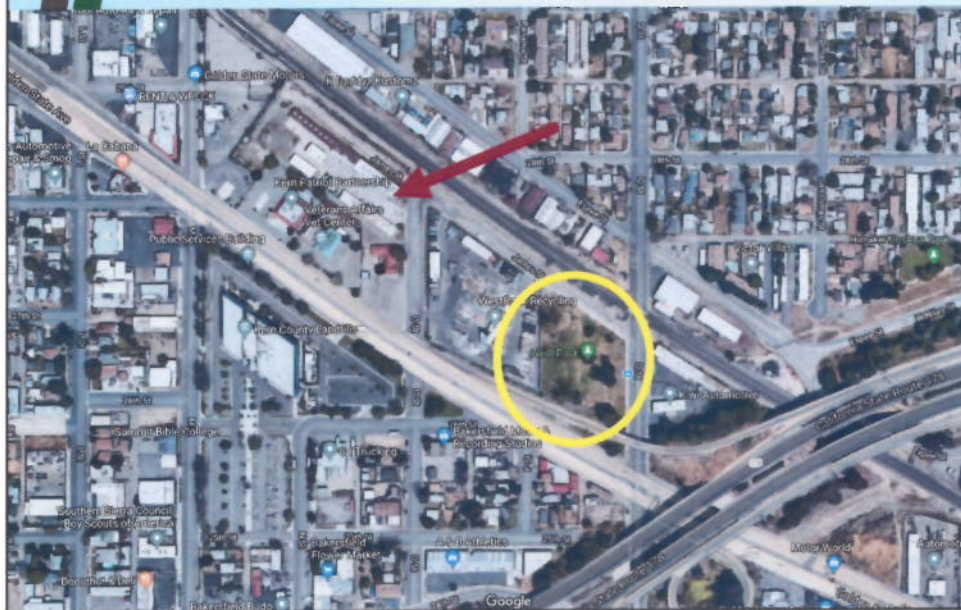
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C.	2019 California Building Code

Table 2. Recommended Facility Components			
	On-site Need	Purpose	
	<b>Basic Physical Features</b>	<ul style="list-style-type: none"><li>• Office space for coordinated entry &amp; intake</li><li>• Office space for benefits management</li><li>• Sleeping quarters</li><li>• Restrooms, Showers</li><li>• Laundry facilities</li><li>• Kitchen &amp; cooking and warming area</li><li>• Dining/Cafeteria area</li><li>• Day-room and recreational areas</li></ul>	<ul style="list-style-type: none"><li>• Efficient intake</li><li>• Connect clients to benefits</li><li>• Place to shelter at night</li><li>• Provide for clean sanitation</li><li>• Preparation for services</li><li>• Provide consistent meal service</li><li>• Provide sanitary area to eat</li><li>• On-site area for clients during day</li></ul>
	<b>Low Barrier Features</b>	<ul style="list-style-type: none"><li>• Pets: Dedicated areas and supplies for pets</li><li>• Partners: Areas for couples to stay together</li><li>• Possessions: Storage areas with sanitization</li></ul>	<ul style="list-style-type: none"><li>• Ensure pet wellbeing</li><li>• Allow couples into facility</li><li>• Encourage daytime productivity</li></ul>
	<b>Safety Features</b>	<ul style="list-style-type: none"><li>• Full Fencing and Lighting</li><li>• Well-planned entry and registration area</li><li>• Consideration of "referral only" model</li><li>• Separate Dormitory areas for men and women</li><li>• Separate "Quiet Areas" for sensitive residents</li><li>• Adequate Staff training</li><li>• On-Site Private Security, potentially Off-Site</li><li>• Pro-active Police in area (Local Impact Team)</li></ul>	<ul style="list-style-type: none"><li>• Increase Security &amp; Visibility</li><li>• Ensure efficient operation</li><li>• Reduce impacts to surrounding area</li><li>• Create privacy for clients</li><li>• Prevent and reduce conflicts</li><li>• Ensure safety of clients and staff</li><li>• Safety of staff and clients</li><li>• Reduce impacts to surrounding area</li></ul>
	<b>On-site Services</b>	<ul style="list-style-type: none"><li>• Professional Facility Operator</li><li>• Outreach Services</li><li>• Transportation Services</li><li>• Coordinated Entry (HMIS) &amp; Benefits Review</li><li>• Physical &amp; Mental Health Services</li><li>• Food Service</li><li>• Employment &amp; Job Training</li><li>• Case Management</li><li>• Housing Navigation &amp; Placement</li><li>• Veterinary Care (including spay &amp; neuter)</li></ul>	<ul style="list-style-type: none"><li>• Run Efficient and Safe Facility</li><li>• Connect People to the Facility</li><li>• Streamline access to Facility</li><li>• Reduce duplication of services</li><li>• Provide care &amp; incentive to come</li><li>• Address hunger, provide stability</li><li>• Encourage productivity &amp; growth</li><li>• Ensure Program success &amp; progress</li><li>• Facilitate next steps after emergency</li><li>• Ensure pet health &amp; safety</li></ul>

## - City in Action - Emergency Shelter Update Site Criteria


- M-2 zone: "Emergency Food/Service Shelter" = by-right use
  - No Conditional Use Permit
  - Reduced exposure to CEQA litigation
  - Greater operating flexibility for the Facility in the future.
- Buffered from sensitive users (residential neighborhoods, schools, etc.)
- Space for all components listed Table, and potential to add future phases.
- Ability to design a layout that meets security needs.
- City owned property or able to be purchased ideal (reduced cost/timing, ability for City to fund and lease to the Operator)

## Weill Park






# County Property




An aerial satellite view of an industrial area. A red arrow points to a long, low building with a dark roof. The building is situated between a road labeled 'Golden State Ave' and another road labeled 'Golden State Ave'. Other buildings and parking lots are visible in the area. The Google logo is at the bottom right.



A street-level view of the same industrial area. The view is looking down a wide, paved road. On the right side of the road, there are several large, single-story industrial buildings with light-colored walls and dark roofs. The sky is clear and blue.

# Weill Park



100 – 200 beds	Service Providers	Showers & Restrooms
Food Service Area	Recreation Area	Storage Area
Area for Pets	Transportation	Fully Fence, retain trees

## **- City in Action - Emergency Shelter Update Site Search – Back to Drawing Board**

- ✓ Multi-faceted search for a location:
  1. Review existing M-2 zoned sites throughout City (~ 650 parcels).
  2. Commercial realtor search for “listed properties.”
  3. Outreach to local stakeholders for help locating unlisted properties.
- ✓ Many unsuitable due to size, location, proximity to sensitive users, existing conditions on the site, price, etc.
- ✓ City receiving calls from private property owners interested selling.
- ✓ Several properties identified with high development potential; including office/warehouse structures, vacant property and motels.
- ✓ Final stages underway; including discussions with owners.



# ADMINISTRATIVE REPORT

**MEETING DATE:** 9/25/2019

Appointments 7. a.

**TO:** Honorable Mayor and City Council

**FROM:** Julie Drimakis, City Clerk

**DATE:** 9/16/2019

**WARD:**

**SUBJECT:** One appointment (at-large) to the Historic Preservation Commission due to the declination of appointment by previous appointee Carolyn Dethlefson on 05/22/2019.

---

## STAFF RECOMMENDATION:

Staff recommends City Council determination.

## BACKGROUND:

There is one appointment to the Historic Preservation Commission (Commission) due to the declination of appointment by the previous appointee Carolyn Dethlefson . An application for appointment was received from Stephen Humphreys.

The Commission is an advisory body of the City Council. Members must be Bakersfield residents, but are not required to live within specific wards throughout their three-year terms. Also, the Commission is composed of five members; nominations are made by the full City Council.

The Commission reviews applications for cultural resources designations and historic districts, and items referred by the Planning Commission, Board of Zoning Adjustment, and the City Council. The Commission conducts public hearings on designation applications and subsequently makes recommendations to the City Council. Commission meetings are held on the third Tuesday of each month at 4 p.m. or as needed.

## ATTACHMENTS:

Description	Type
Application Stephen Humphreys	Backup Material



CITY OF BAKERSFIELD

AUG 22 2019

SUBMIT TO:

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

CITY CLERK'S OFFICE

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. 

<input checked="checked" type="checkbox"/>	Mr.	<u>Stephen</u>	<u>Edward</u>	<u>Humphreys</u>
<input type="checkbox"/>	Mrs.			
<input type="checkbox"/>	Ms.	First	Middle	Last
2. Residence address: 3112 Elm Street  

<u>Bakersfield</u>	<u>Kern</u>	<u>California</u>	<u>93301</u>
City	County	State	Zip

  
Phone (661) 342-4468
3. Position(s) sought: (List in order of preference)  
1) HISTORIC PRESERVATION COMMISSION  
2) \_\_\_\_\_  
3) \_\_\_\_\_  
4) \_\_\_\_\_
4. Business Title or Occupation: Retired  
Company: Bakersfield Police Department (Detective)  
Address: 1601 Truxtun Ave.  

<u>Bakersfield</u>	<u>Kern</u>	<u>California</u>	<u>93301</u>
City	County	State	Zip

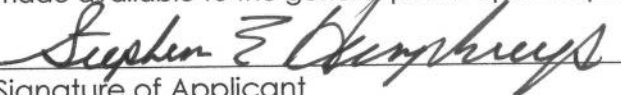
  
Phone (661) 327-7111
5. Education - List schools attended and/or graduated/degree(s):  
North High School  
Bakersfield College (no degree)

6. Other Special Training or Experience:  
I currently work at the Kern County Museum helping maintain the  
property and the collections.
- 
7. Previous and present governmental and civic experience. Indicate when, position and duties:  
Bakersfield Police Officer 1988-2008.
8. Please explain why you wish to serve on a Board/Commission for the City of Bakersfield:  
Bakersfield history has been my hobby for close to thirty years. I have an interest in preserving and sharing as much of that history as possible.
9. Do you have any interests or associations which might present a conflict of interest? If yes, please explain:  
No.

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

08/22/2019

Date

## INFORMATION FOR CITY ROSTER AND INTERNET

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

**NAME:** Stephen E Humphreys

**ADDRESS:** 3112 Elm Street

Bakersfield California 93301

**PHONE NUMBERS:** HOME: 661-342-4468

AND/OR WORK: Same

E-MAIL ADDRESS shump777@yahoo.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](http://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

08/22/2019

Date

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





# ADMINISTRATIVE REPORT

**MEETING DATE:** 9/25/2019

Consent – Minutes a.

**TO:** Honorable Mayor and City Council

**FROM:** Julie Drimakis, City Clerk

**DATE:** 7/16/2019

**WARD:**

**SUBJECT:** Approval of the minutes of the September 11, 2019, Regular City Council Meetings.

---

**STAFF RECOMMENDATION:**

**BACKGROUND:**

**ATTACHMENTS:**

Description	Type
▣ Minutes	Backup Material



## **BAKERSFIELD CITY COUNCIL MINUTES MEETING OF SEPTEMBER 11, 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, Sullivan

Absent: None

#### **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 *Tatyana Hargrove v. City of Bakersfield, et al. USDC Eastern District Case No. 1:17-CV-01743-AWI-JLT*
- b. Conference with Legal Counsel — Potential Litigation; Closed Session pursuant to Government Code section 54956.9(d)(2),(e)(1) (One matter).

***Motion by Vice-Mayor Parlier to adjourn to Closed Session at 3:33 p.m. Motion passed.***

***The Closed Session meeting was adjourned at 5:17 p.m.***

***Meeting reconvened at 5:21 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 *Tatyana Hargrove v. City of Bakersfield, et al. USDC Eastern District Case No. 1:17-CV-01743-AWI-JLT*

***Staff was given direction.***

**5. CLOSED SESSION ACTION** continued

- b. Conference with Legal Counsel — Potential Litigation; Closed Session pursuant to Government Code section 54956.9(d)(2),(e)(1) (One matter).

***No reportable action.***

**6. ADJOURNMENT**

**Mayor Goh adjourned the 3:30 p.m. meeting at 5:22 p.m.**

**REGULAR MEETING– 5:29 p.m.**

**1. ROLL CALL**

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

Absent: None.

**2. INVOCATION**

by Pastor Saul Gonzalez, Lead Pastor of Lifehouse Church.

**3. PLEDGE OF ALLEGIANCE**

by Rishabh Bose, Senior at Stockdale High School.

**4. PRESENTATIONS**

- a. Proclamation to KC the Bull and Kern County Fair Chief Executive Officer, Mike Olcott, declaring September 18-29, 2019 as Kern County Fair Days.

Mr. Olcott accepted the proclamation and made comments.

- b. Proclamation to Jennifer Henry, Executive Director of Links for Life, declaring Paint the Town Pink Month in Bakersfield during October 2019.

Ms. Henry accepted the proclamation, made comments, and submitted written material.

- c. Proclamation to Diane P. Martinez and Team Isaac, declaring Childhood Cancer Awareness Month in Bakersfield during September 2019.

Ms. Martinez accepted the proclamation and made comments.



**5. PUBLIC STATEMENTS**

- a. Nick Ortiz, Greater Bakersfield Chamber of Commerce, made comments regarding the development of the new regional brand.
- b. Skye Dent expressed appreciation to Code Enforcement staff for assistance with issues at an apartment complex located at 6700 Auburn Street; and submitted written material.
- c. Michael Horne shared his ideas on how to better the community.
- d. Ken Shiloh expressed his concern with a situation that occurred between his group and a City employee at The Park and River Walk.

***Councilmember Smith directed staff to contact Mr. Shiloh to address his concerns.***

- e. David Abbasi expressed his concern with local government.
- f. Liz Keogh spoke in opposition to Consent Calendar item 8.e. and requested the Council refer the item back to the Legislative and Litigation Committee for further discussion.

***Vice-Mayor Parlier stated he will be removing this item from the agenda and requested the remaining speakers on this subject hold their comments until the follow-up meeting.***

- g. The following individuals made comments regarding cost of living increases for City employees: David Ojeda; Gilbert Garcia; and Simon Arrieta.
- h. Dave Dmohowski, Homebuilders Association of Kern County, and Scott Thayer, Castle and Cooke, made comments regarding the City's park naming policy.

***Councilmember Freeman requested that staff prepare a park naming policy recommendation at the next Planning and Development Committee meeting.***

**6. WORKSHOPS**

- a. Regional Branding Initiative  
***(Staff recommends the City Council adopt the new brand for the City of Bakersfield.)***

City Manager Tandy made staff comments.

Assistant City Manager Huot made additional staff comments and provided a PowerPoint presentation.

***Motion by Vice-Mayor Parlier to adopt the new brand for the City of Bakersfield. Motion passed.***

**6. WORKSHOPS** continued

- b. Update on City Efforts to Address Homelessness  
***(Staff recommends the City Council receive and file the presentation and attached report.)***

City Manager Tandy made staff comments.

Assistant City Manager Kitchen made additional staff comments and provided a PowerPoint presentation.

Mayor Goh recessed the meeting at 7:12 p.m. and reconvened the meeting at 7:21 p.m.

The following individuals made comments regarding homelessness: Melanie Farmer, Downtown Business Association; Gary Hall; Kurt Wingate; Dixie Brewer; Mary Helen Barro; Shawna Haddad Byers; Jim Wheeler, Flood Bakersfield Ministries; Louis Gill, Bakersfield Homeless Center; Cassie Bittle (submitted written material); Rosario Santillan; Kyle Carter; Mark Valpredo; Oscar Zubiran, Our Lady of Guadalupe School; J.R. Flores (submitted written material); Michael Turnipseed, Kern County Taxpayers Association; Matthew Martin; Rod Crawford; Gino Valpredo, Luigi's Restaurant; and Nick Ortiz, Greater Bakersfield Chamber of Commerce.

Louis Gill, Bakersfield Homeless Center, made additional comments.

Police Chief Martin made staff comments.

***Vice Mayor Parlier requested that Police Department staff provide the Council with an estimate of the number of officers needed based on 2019 data.***

***Motion by Councilmember Gonzales directing staff to: (1) Return to the next City Council meeting, on September 25<sup>th</sup>, with a contract for downtown cleaning services (2) Return to the September 25<sup>th</sup> Council meeting with a contract for private security services for call-prone areas of the city (3) Return to Council with a Budget appropriation of \$155,000 to support new staff for the Homeless Collaborative (4) Return to Council with a purchase or lease agreement for a recommended property prepared for a low barrier shelter within the next 30 days (5) Return to Council with a contract with the County of Kern that includes funds for 2 prosecuting Deputy District Attorneys for the City and funding for the 100 county jail cell beds to be negotiated (6) Begin planning to implement the \$5 million allocated for affordable housing. Motion passed.***

Mayor Goh recessed the meeting at 9:06 p.m. and reconvened the meeting at 9:14 p.m.

**7. APPOINTMENTS**

None.

**8. CONSENT CALENDAR**

*(Staff recommends adoption of Consent Calendar items.)*

**Minutes:**

- a. Approval of the minutes of the August 14, 2019, Regular City Council Meetings.

**Payments:**

- b. Receive and file department payments from August 2, 2019, to August 29, 2019, in the amount of \$45,341,933.68; Self Insurance payments from August 2, 2019, to August 29, 2019, in the amount of \$587,251.84; totaling \$45,929,185.52.

**Ordinances:**

- c. First Reading of Ordinance Amending Sections 2.60.030 and 2.60.050 of the Bakersfield Municipal Code relating to the Bakersfield Youth Commission.

**FR ONLY**

- d. First Reading of Ordinance Amending Section 12.56.055 of the Bakersfield Municipal Code relating to Expulsion from City Facilities.

**FR ONLY**

- e. First Reading of the following ordinances relating to dogs:
  - 1. Amending Chapter 6.04 relating to the public animal shelter and dog licenses
  - 2. Adding Chapter 6.06 relating to Kennels

**REMOVED FOR SEPARATE CONSIDERATION- SEE PAGE 16**

- f. Accessory Dwelling Units
  - 1. Adoption of Ordinance amending Section 17.04.539 and 17.65 of the Bakersfield Municipal Code relating to Accessory Dwelling Units. **(FR 8/14/19)**
  - 2. Adoption of Ordinance amending Section 17.58.110 of the Bakersfield Municipal Code relating to Accessory Dwelling Units. **(FR 8/14/19)**

**REMOVED FOR SEPARATE CONSIDERATION- SEE PAGE 16**



**8. CONSENT CALENDAR** continued

**Resolutions:**

- g. 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.

**RES 124-19**

- h. Resolution calling for the Primary Municipal Election for the Office of Mayor and requesting consolidation with the County of Kern for the Statewide Direct Primary Election to be held on Tuesday, March 3, 2020.

**RES 125-19**

- i. Resolutions ratifying submission of applications for funding the Rehabilitate North Apron Pavement, Sections A and C Design project for the Bakersfield Municipal Airport under Airport Improvement Program Project No. 3-06-0323-022-2019:

- 1. Resolution ratifying the submission of an application to the U.S. Department of Transportation Federal Aviation Administration for funding and authorizing the City Manager or his designee to execute all necessary documents.

**RES 126-19**

- 2. Resolution ratifying the submission of an application to the California Department of Transportation Division of Aeronautics for funding and authorizing the City Manager or his designee to execute all necessary documents.

**RES 127-19**

- j. Resolution determining that Sulfa Treat, an absorbent media for removing hydrogen sulfide (H<sub>2</sub>S) from digester gas, cannot be reasonably obtained through the usual bidding procedures and authorizing the Finance Director to dispense with bidding thereof for a period of one year, not to exceed the budgeted amount of \$150,000.

**RES 128-19**

**8. CONSENT CALENDAR** continued

- k. Resolution determining that Structure Cast precast concrete wall planks cannot be reasonably obtained through the usual bidding procedures and authorizing the Finance Director to dispense with bidding thereof, not to exceed \$50,000.

**RES 129-19**

- l. Licensing of Microsoft software:

- 1. Resolution dispensing with formal bidding procedure in the purchase of Microsoft software licensing and authorizing the use of cooperative procurement contracts not to exceed \$1,200,000

**RES 130-19**

- 2. Agreement with Software One Inc. (not to exceed \$1,200,000 for a three year term), to provide licensing for use of Microsoft software.

**AGR 19-154**

- m. Emergency repair of sewer lift station on McCutchen Road, just east of Gosford Road.

- 1. Resolution dispensing with bidding procedures due to emergency repair of sewer lift station on McCutchen Road, just east of Gosford Road, and authorizing Rain for Rent and W.M. Lyles to perform necessary repairs, Not to Exceed \$75,000.

**RES 131-19**

- 2. Appropriate \$75,000 Sewer Enterprise Fund balance to the Public Works Department's Capital Improvement Budget.

- n. Sewer connection fee assessment for 5505 Gwendolyn Street:

- 1. Resolution confirming assessments for sewer connection fee and authorizing the collection of assessment by the Kern County Tax Collector.

**RES 132-19**

- 2. Agreement with Octaviano Marroquin Deaquino and Tzivia Gallegos Garcia, 5505 Gwendolyn Street, to pay the sewer connection fee through the Kern County Tax Collector.

**AGR 19-155**

**8. CONSENT CALENDAR** continued

- o. Sewer connection fee and construction cost assessments for 7709 Hooper Avenue:
  - 1. Resolution confirming the assessment for the sewer connection fee and construction cost and authorizing the collection of assessments by the Kern County Tax Collector.  
**RES 133-19**
  - 2. Agreement with Steven J. Goad, Trustee, and James Goad, 7709 Hooper Avenue, to pay the sewer connection fee and construction cost through the Kern County Tax Collector.  
**AGR 19-156**
- p. Resolutions to add the following territories to the Consolidated Maintenance District and approving, confirming, and adopting the Public Works Director's Report for each:
  - 1. Area 2-73 (6901 Ming Avenue) – Ward 5  
**RES 134-19**
  - 2. Area 2-74 (4012 White Lane) – Ward 6  
**RES 135-19**
  - 3. Area 2-75 (Tract 7354 w/o Highgate Park Boulevard & s/o Ming Avenue) – Ward 5  
**RES 136-19**
  - 4. Area 4-195 (424 24th Street) – Ward 2  
**RES 137-19**
  - 5. Area 4-196 (1206 Oregon Street) – Ward 2  
**RES 138-19**
  - 6. Area 4-197 (329 S. King Street) – Ward 1  
**RES 139-19**
  - 7. Area 1-122 (Tract 6419 SWC of Etchart Road and Quail Creek Road) - Ward 3  
**RES 140-19**



**8. CONSENT CALENDAR** continued

- 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. 2011 adding Area 1-123 (2902 Mosasco Street) – Ward 4  
**ROI 2011**
  2. ROI No. 2012 adding Area 1-124 (2818 & 2826 Mosasco Street) – Ward 4  
**ROI 2012**
  3. ROI No. 2013 adding Area 4-198 (901 E. Truxtun Avenue) – Ward 2  
**ROI 2013**
  4. ROI No. 2014 adding Area 5-100 (104 E. White Lane)– Ward 1  
**ROI 2014**
  5. ROI No. 2015 adding Area 1-125 (7530 Rosedale Highway) – Ward 3  
**ROI 2015**
  6. ROI No. 2016 adding Area 2-76 (5801 Sundale Avenue) – Ward 6  
**ROI 2016**
  7. ROI No. 2017 adding Area 4-199 (140 Columbus Street) – Ward 3  
**ROI 2017**
  8. ROI No. 2018 adding Area 4-200 (809 P Street) –Ward 1  
**ROI 2018**
  9. ROI No. 2019 adding Area 4-201 (1332 K Street) –Ward 2  
**ROI 2019**
  10. ROI No. 2020 adding Area 3-113 (4901 Poppyseed Street) – Ward 6  
**ROI 2020**

**8. CONSENT CALENDAR** continued

r. New Job Specifications and Change to Salary Schedule:

1. Amendment No. 6 to Resolution No. 063-18 approving Memorandum of Understanding for employees of the Blue and White Collar Units and adopting salary schedule and related benefits for Technology Systems Technician I/II, Technology Systems Analyst I/II, Technology Systems Engineer I/II

**RES 063-18(6)**

2. New Job Specifications: Technology Systems Technician I/II #25111, Technology Systems Analyst I/II #25101, Technology Systems Engineer I/II #25131
3. Amendment No. 10 to Resolution No. 064-18 setting salaries and related benefits for officers and employees of the General Supervisory, Police Supervisory, and Management Units for Technology Systems Supervisor

**RES 064-18(10)**

4. New Job Specification: Technology Systems Supervisor #57161

**Agreements:**

- s. Agreement with Tyler Technology Inc. (\$63,854) for the purchase of Advance Scheduling software to be used by Bakersfield Police Department.

**AGR 19-157**

- t. License Agreement with CVIN LLC. to place a fiber optic telecommunication line over the Carrier Canal.

**AGR 19-158**

- u. Consultant agreements to provide on-call engineering services for the Water Resources Department for Fiscal Years 2019/2020 and 2020/2021:

1. Agreement with Meyer Civil Engineering, Inc. (not to exceed \$100,000).

**AGR 19-159**

2. Agreement with Provost and Pritchard Consulting Group, Inc. (not to exceed \$100,000).

**AGR 19-160**

**8. CONSENT CALENDAR** continued

ITEM 8.U. CONTINUED

3. Agreement with Quad Knopf, Inc. (not to exceed \$100,000).

**AGR 19-161**

- v. Final Map and Maintenance Agreement with Summit Capital Ventures, Inc. and John Balfanz Homes, Inc. for Tract Map 6369, Phase 1 located at Hughes Lane and McKee Road.

**AGR 19-162**

- w. Final Map, Improvement Agreement and Landscape Agreement with Gateway Homes, Inc. for Tract Map 7029, Phase 2 located East of Sparks Street and North of East Panama Lane.

**AGR 19-163, AGR 19-164**

- x. Agreement with the County of Kern (City's share not to exceed \$75,000 annually) for a storm water discharge permit required by the National Pollutant Discharge Elimination System.

**AGR 19-165**

- y. Agreement with Roberts Consulting Group, Inc., (not to exceed \$40,000) regarding recruitment of City Manager.

**AGR 19-166**

- z. Agreement with Castle & Cooke California Inc., to construct and Dedicate Public Linear Park and to construct and record this covenant to maintain access to Private Linear Park located at "Highgate Park" within Village "A" of the West Ming Specific Plan.

**AGR 19-167**

- aa. Rental Agreement between the Bakersfield Police Department and 15th District Agricultural Association for purposes of using facilities during the Police Academy Training.

**AGR 19-168**

- ab. Real Estate Fraud Grant:

1. Agreement with Kern County to receive a grant from the Real Estate Fraud Prosecution Trust Fund (\$100,000), to provide funding to investigate and/or prosecute real estate fraud crimes.

**AGR 19-169**



**8. CONSENT CALENDAR** continued

ITEM 8.ab. CONTINUED

2. Appropriate \$100,000 County Grant Revenues to the General Fund Police Operating Budget.

ac. Consultant agreements to provide TCP analytical services for the Water Resources Department:

1. Agreement with Fruit Growers Laboratory, Inc. (not to exceed \$350,000).

**AGR 19-170**

2. Agreement with BSK Associates, Inc. (not to exceed \$150,000).

**AGR 19-171**

- ad. Amendment No. 1 to Agreement No. CA16-007 with Godinez Law (\$40,000; revised not to exceed \$80,000) to provide outside legal services in the matter of Bjorneboe v. City of Bakersfield.

**AGR 19-172**

- ae. Amendment No. 1 to Agreement No. 14-235 with Rabobank, N.A., Coöperatieve Rabobank U.A., AEG Management Bakersfield, LLC and Mechanics Bank consenting to the proposed merger of Rabobank, N.A. into Mechanics Bank, and assignment of License and Naming Rights Agreement No. 14-235 to Mechanics Bank

**AGR 14-235(1)**

- af. Mt. Vernon Ave. Greenwaste Facility:

1. Amendment No. 1 to Agreement No. PW19-036 with Synagro WWT, Inc. (\$140,000; revised not to exceed \$180,000 and extend term 18 months) to continue accepting recycled wood material.

**AGR 19-173**

2. Amendment No. 1 to Agreement No. 19-001 with Liberty Composting, Inc., (extending term 18 months) to continue accepting recycled wood material.

**AGR 19-001(1)**

- ag. Amendment No. 2 to Agreement No. PW18-058 with Mt. Poso Cogeneration Company, LLC (\$140,000; revised not to exceed \$180,000 and extend term 18 months) to continue accepting recycled wood material.

**AGR 19-174**

**8. CONSENT CALENDAR** continued

- ah. Amendment No. 1 to Agreement No. 18-149 with Bakersfield ARC, INC., (\$400,000; revised not to exceed \$650,000 and extend term 1 year) to continue accepting commingled recyclables.

**AGR 18-149(1)**

- ai. Amendment No. 6 to Agreement No. 15-008 with NV5, Inc. (\$217,118.35; revised not to exceed \$14,423,493.09) for construction management services for the Beltway Improvements Project.

**AGR 15-008(6)**

- aj. Amendment No. 5 to Agreement No. 14-069 with TYLIN International, (\$136,543.00; revised not to exceed \$5,671,562.03) for additional construction support services during construction.

**AGR 14-069(5)**

- ak. Contract Change Order No. 29 to Agreement No. 18-135 with Granite Construction (\$462,706.67; revised not to exceed \$35,764,006.99) for the Belle Terrace Operational Improvements Project.

**AGR 18-135 CCO 29**

- al. Contract Change Order Nos. 145, 146, 162, 163, 174, 176, 180 and 181 to Agreement No. 14-241 with Security Paving Company (\$392,962.00; revised not to exceed \$89,497,607.97) for the Beltway Operational Improvements Project.

**AGR 14-241 CCO 145, CCO 146, CCO 162, CCO 163, CCO 174, CCO 176, CCO 180, CCO 181**

- am. Contract Change Order No. 33 to Agreement No. 17-044 with Security Paving Company (\$159,604.95 revised not to exceed \$42,030,425.19) for the Kern River Bridge Improvement Project.

**AGR 17-044 CCO 33**

- an. Contract Change Order No. 7 and 32 to Agreement No. 18-154 with Griffith Company (\$44,255.12; revised not to exceed \$28,789,552.37) for 24th Street Operational Improvements Project.

**AGR 18-154 CCO 7, CCO 32**

- ao. Contract Change Order Nos. 5 and 7 to Agreement No. 18-176 with Security Paving Company (\$83,600; revised not to exceed \$48,689,935) for the Bakersfield Freeway Connector Project.

**AGR 18-176 CCO 5, CCO 7**

**8. CONSENT CALENDAR** continued

**Property Acquisition Agreements - TRIP:**

- ap. Amendment 1 to Settlement Agreement with Jagit Singh and Manjinder Kaur dba Larsons Food Store located at 720 Wible Road.

**AGR 19-175**

**Bids:**

- aq. Reject all bids for Street Improvements/Widening on College Avenue from Flintridge Drive to Fairfax Road.
- ar. Extend bid from Ray Gaskin Service, Fontana, California (\$689,948.46) for two rear mechanical broom sweepers for the Streets Division.
- as. Purchase of a power flush jet rodder:
  - 1. Extend bid from Golden State Peterbilt, Bakersfield (\$347,762.63) for a jet rodder for the Streets Division.
  - 2. Appropriate and Transfer \$68,000 Sewer Enterprise Fund balance to the Public works Operating Budget within the Equipment Management Fund for the purchase.
- at. Accept bid from Gordon Industrial Supply (\$81,988.55) for Toshiba Variable Frequency Drives for the Wastewater Division.
- au. Accept bid and approve contract to S & B Sons, Inc. (\$190,790.33) for the fitness equipment area enhancement project at Kaiser Permanente Sports Village.

**AGR 19-176**

- av. Accept bid, approve contract to Pacific Tennis Courts Inc., Moorpark (\$77,777.77) for the construction of Stiern Park Safety Surfacing.

**AGR 19-177**

- aw. Accept bid and approve agreement with Pacific Construction Services, Inc. (not to exceed \$60,530) for the restroom countertop replacement at McMurtrey Aquatic Center.

**AGR 19-178**

**Miscellaneous:**

- ax. District Blvd from Gosford Road to Stine Road Pavement Rehabilitation project (District Project):



**8. CONSENT CALENDAR** continued

ITEM 8.ax. CONTINUED

1. Appropriate \$301,600 federal Regional Surface Transportation Program funds to the Public Works Department's Capital Improvement Program budget within the Federal & State Road Fund.
  2. Transfer \$40,000 in Gas Tax funds currently budgeted as the local match for the completed Pavement Rehab "A" Street Project to provide funding for the local match of the District Project.
- ay. Cancellation of the Regular Council Meeting scheduled for Wednesday, October 16, 2019 and scheduling of special meetings at 3:30 p.m. and 5:15 p.m. on Wednesday, October 23, 2019.

**Successor Agency Business:**

**Public Safety/Vital Services Measure:**

- az. Award bid from Innovative Concert Lighting, Incorporated, Bakersfield (\$386,680.60) for the purchase of stage lighting items for upgrade at the Rabobank Arena.
- ba. Amendment No. 2 to Agreement No. 19-047 with Rymac General Contracting & Construction Services (\$145,899; revised not to exceed \$1,043,381) for the design and erection of a metal building at the Police Department Training Facility located at 4646 California Ave.

**AGR 19-047(2)**

- bb. Agreement with Axon Enterprise, Inc. (\$2,914,899.49) for a Police Body-Worn Camera System.

**AGR 19-179**

- bc. 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 Regional Public Safety Communications Network project which will provide ongoing radio communications for the Bakersfield Police and Fire departments.

**RES 141-19**

City Clerk Drimakis announced staff memorandums, transmitting email correspondence, were received regarding items 8.e. and 8.f.

**Vice-Mayor Parlier requested item 8.e. be removed for separate consideration.**

**8. CONSENT CALENDAR** continued

**Councilmember Freeman requested item 8.f. be removed for separate consideration.**

***Motion by Vice-Mayor Parlier to adopt Consent Calendar items 8.a. through 8.bc., with the removal of items 8.e. and 8.f. for separate consideration. Motion passed.***

e. First Reading of the following ordinances relating to dogs:

1. Amending Chapter 6.04 relating to the public animal shelter and dog licenses
2. Adding Chapter 6.06 relating to Kennels

***Motion by Vice-Mayor Parlier to refer item 8.e. back to the Legislative and Litigation Committee for further discussion. Motion passed.***

f. Accessory Dwelling Units

1. Adoption of Ordinance amending Section 17.04.539 and 17.65 of the Bakersfield Municipal Code relating to Accessory Dwelling Units. **(FR 8/14/19)**
2. Adoption of Ordinance amending Section 17.58.110 of the Bakersfield Municipal Code relating to Accessory Dwelling Units. **(FR 8/14/19)**

Interim Development Services Director Burns made staff comments.

The following individuals made comments regarding item 8.f.: John Knowlton; Janice Knowlton; Gary Simmons; Janice Knowlton, on behalf of Barbara and David Prince; Robert Wharton; Terry Maxwell; Ken Mettler; and Russell Johnson.

**Motion by Councilmember Smith to adopt the Ordinances.**

***Motion by Councilmember Freeman to continue this item to the October 23<sup>rd</sup> Council meeting for discussion and action. Motion passed with Councilmembers Rivera, Gonzales, and Smith voting no.***

**9. CONSENT CALENDAR PUBLIC HEARINGS**

None.

**10. HEARINGS**

- a. Vacation of the 20' alley running east and west between Williams Street and Virginia Street, north of Lake Street, in Block 169.  
***(Staff recommends adoption of the Resolution.)***

**RES 142-19**

Public Works Director Fidler made staff comments and presented an aerial image of the location.

Hearing item 10.a. opened at 9:42 p.m.

No one spoke.

Hearing item 10.a. closed at 9:43 p.m.

***Motion by Councilmember Gonzales to adopt the resolution.  
Motion passed.***

**11. REPORTS**

None.

**12. DEFERRED BUSINESS**

None.

**13. NEW BUSINESS**

None.

**14. COUNCIL AND MAYOR STATEMENTS**

***Councilmember Smith requested a change to parking requirements for businesses downtown; requested that if a property has a use change that there be no additional parking required; and would like the parking decision to be clear and business friendly.***

Councilmember Sullivan made comments regarding Officer Kevin Hock's funeral services; and made comments regarding the annual 9/11 remembrance ceremony.

Mayor Goh made comments regarding the 18<sup>th</sup> anniversary of the 9/11 terrorist attacks.

**15. ADJOURNMENT**

**Mayor Goh adjourned the meeting in memory of 9/11 at 9:46 p.m.**

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**KAREN GOH**

MAYOR of the City of Bakersfield

ATTEST:

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**JULIE DRIMAKIS, CMC**

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





# ADMINISTRATIVE REPORT

**MEETING DATE:** 9/25/2019

Consent – Payments b.

**TO:** Honorable Mayor and City Council

**FROM:** Randy McKeegan, Finance Director

**DATE:** 9/12/2019

**WARD:**

**SUBJECT:** Receive and file department payments from August 30, 2019 to September 12, 2019 in the amount of \$11,661,440.02, Self Insurance payments from August 20, 2019 to September 12, 2019, in the amount of \$401,570.79, totaling \$12,063,010.81.

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## 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 09-25-2019	Backup Material
2-EAP Check Register Admin 09-25-2019	Backup Material

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
695926	15461	ALVIDREZ, TONY M	Aug 30, 2019	\$26.33
695927	359	ANDERSON, ALLEN M	Aug 30, 2019	\$6.13
695928	11517	ANSON, GARY	Aug 30, 2019	\$72.72
695929	24927	ARRIBILLAGA, ROSEMARIE	Aug 30, 2019	\$42.50
695930	15209	BERTRAND, FLOYD	Aug 30, 2019	\$18.88
695931	1111	BLACKBURN, CLEO	Aug 30, 2019	\$26.33
695932	17192	BOWEN, CECIL	Aug 30, 2019	\$35.05
695933	1463	CADENA, JAKE	Aug 30, 2019	\$26.33
695934	1771	CARROLL, EUGENE J	Aug 30, 2019	\$13.07
695935	12236	COLBURN, NORMA	Aug 30, 2019	\$42.50
695936	2224	CORE, FLORN R	Aug 30, 2019	\$42.50
695937	10697	CRAWFORD, KAREN	Aug 30, 2019	\$4.42
695938	2435	DE LAURIE, JERRY	Aug 30, 2019	\$13.07
695939	2630	DOYLE, MIKE	Aug 30, 2019	\$32.64
695940	11696	FRALEY, DEBORAH	Aug 30, 2019	\$18.18
695941	12742	GEORGE, PRESTON	Aug 30, 2019	\$26.33
695942	3360	GILLBURG, GEORGE	Aug 30, 2019	\$26.33
695943	25970	HACKER, ROBERT	Aug 30, 2019	\$42.50
695944	11942	HALL, DENNIS	Aug 30, 2019	\$26.33
695945	3770	HERRERA, FRANK R	Aug 30, 2019	\$26.11
695946	11438	HUNTINGTON, LORRAINE	Aug 30, 2019	\$25.41
695947	24194	JOHNSON, CLARISSE	Aug 30, 2019	\$26.33
695948	27671	KELLER, MAXINE	Aug 30, 2019	\$42.50
695949	21175	KISBEY, KAREN	Aug 30, 2019	\$13.07
695950	5163	LOPEZ, FRANK	Aug 30, 2019	\$26.33
695951	24061	MAHAFFEY, BOBBY	Aug 30, 2019	\$26.33
695952	10600	MOYER, MICKEY D.	Aug 30, 2019	\$42.50
695953	5896	NEWTON, KENNETH RAY	Aug 30, 2019	\$12.85
695954	30170	O RAND, BOB L	Aug 30, 2019	\$26.33
695955	5963	OFFENBURGER, BILL	Aug 30, 2019	\$42.50
695956	27975	OWEN, M ROSE	Aug 30, 2019	\$6.13
695957	11451	PHILLIPS, SHIRLEY A	Aug 30, 2019	\$4.42
695958	12132	QUON, MICHAEL F	Aug 30, 2019	\$35.05
695959	28060	ROBERTS, EMMA	Aug 30, 2019	\$42.50
695960	7337	SHERFY, ROBERT M.	Aug 30, 2019	\$35.05
695961	7357	SHERMAN, THOMAS	Aug 30, 2019	\$26.33
695962	7351	SHIPES, HENRY	Aug 30, 2019	\$26.33
695963	20357	TEUTIMEZ, DONALD	Aug 30, 2019	\$25.41
695964	26861	TORRES, SHIRLEY	Aug 30, 2019	\$26.33
695965	24193	URSIN, MARGARET	Aug 30, 2019	\$42.50
695966	29174	VALLIANT, JOHN	Aug 30, 2019	\$1.31
695967	17940	VINCENT, LESLIE	Aug 30, 2019	\$6.83
695968	15380	WILLIAMS, ISABEL	Aug 30, 2019	\$26.33
695969	9052	WISHAM, DARLENE	Aug 30, 2019	\$26.33
695970	30229	ABM INDUSTRY GROUPS LLC	Sep 5, 2019	\$808.07
695971	29577	ACOSTA, BYRON LUKE	Sep 5, 2019	\$125.00
695972	15433	ADVANCE MOBILE SECURITY	Sep 5, 2019	\$97.44
695973	81	ADVANCED DATA STORAGE INC	Sep 5, 2019	\$52.50
695974	21341	AEG MANAGEMENT BAKERSFIELD LLC	Sep 5, 2019	\$3,500.00
695975	12516	AIMS	Sep 5, 2019	\$37,232.83
695976	29450	ALL AMERICAN UNIFORMS LLC	Sep 5, 2019	\$530.17
695977	26713	ALTA PLANNING & DESIGN INC	Sep 5, 2019	\$8,540.50
695978	23588	ALUMINUM CHUCK WAGON	Sep 5, 2019	\$6,049.58
695979	29126	AMAYA, LILIAN R	Sep 5, 2019	\$125.00

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
695980	987	AMERICAN FABRICATION	Sep 5, 2019	\$1,018.88
695981	17585	AMERINATIONAL COMMUNITY SERV INC	Sep 5, 2019	\$1,171.95
695982	1049	APPLIED LNG TECHNOLOGIES LLC	Sep 5, 2019	\$17,790.85
695983	395	APPLIED TECHNOLOGY GROUP INC	Sep 5, 2019	\$3,375.17
695984	523	ATCO INTERNATIONAL	Sep 5, 2019	\$853.55
695985	16733	ATHLETICA	Sep 5, 2019	\$215,041.33
695986	520	AUTO TINT WEST INC	Sep 5, 2019	\$141.68
695987	536	AVERY ASSOCIATES	Sep 5, 2019	\$3,150.00
695988	240	B & G MACHINE & WELDING	Sep 5, 2019	\$504.08
695989	25940	BACA, ANTHONY	Sep 5, 2019	\$42.00
695990	16501	BAKERSFIELD ART FOUNDATION INC	Sep 5, 2019	\$50,000.00
695991	675	BAKERSFIELD CALIFORNIAN	Sep 5, 2019	\$788.68
695992	23342	BAKERSFIELD LOCK AND SAFE CO INC	Sep 5, 2019	\$580.41
695993	841	BAKERSFIELD RUBBER STAMP CO	Sep 5, 2019	\$130.66
695994	857	BAKERSFIELD S P C A	Sep 5, 2019	\$82,240.00
695995	859	BAKERSFIELD SYMPHONY ORCHESTRA	Sep 5, 2019	\$50,000.00
695996	875	BAKERSFIELD TRUCK CENTER	Sep 5, 2019	\$144.27
695997	945	BARNETT'S TOWING SERVICE INC	Sep 5, 2019	\$37.00
695998	30446	BERNAL, ALEX	Sep 5, 2019	\$105.00
695999	29350	BEST SMOG & TUNE UP	Sep 5, 2019	\$179.25
696000	29665	BIENVINIDO, FRANSISCO	Sep 5, 2019	\$125.00
696001	28231	BIG BRAND TIRE & SERVICE	Sep 5, 2019	\$60.00
696002	28341	BOB'S AUTO GLASS INC	Sep 5, 2019	\$591.18
696003	15538	BOLLES NURSERY LANDSCAPE	Sep 5, 2019	\$1,864.00
696004	22817	BORN AGAIN BODYWORKS	Sep 5, 2019	\$829.85
696005	21568	BOSWORTH, JEFFREY J	Sep 5, 2019	\$125.00
696006	1271	BROCKS TRAILER	Sep 5, 2019	\$7,594.88
696007	23462	BSW ROOFING CONTRACTORS INC	Sep 5, 2019	\$216.50
696008	10267	BUDGET BOLT INC	Sep 5, 2019	\$49.67
696009	29802	BULLOCK, JACQUELINE	Sep 5, 2019	\$84.00
696010	23090	BURTONS FIRE INC	Sep 5, 2019	\$2,179.54
696011	27941	CAL PRIME INC	Sep 5, 2019	\$219,734.98
696012	1477	CAL VALLEY EQUIPMENT INC	Sep 5, 2019	\$964.05
696013	1495	CALGON CARBON CORPORATION	Sep 5, 2019	\$124,002.02
696014	1687	CALIFORNIA TRUCK ACCESSORIES	Sep 5, 2019	\$134.63
696015	29125	CASTORELA, JAVIER	Sep 5, 2019	\$125.00
696016	22658	CDW GOVERNMENT	Sep 5, 2019	\$253.31
696017	17239	CENTRAL VALLEY OCCUPATIONAL INC	Sep 5, 2019	\$5,633.00
696018	1888	CHAMPION HARDWARE	Sep 5, 2019	\$1,743.20
696019	23786	CHART INDUSTRIES	Sep 5, 2019	\$321.41
696020	2016	CLARK PEST CONTROL INC	Sep 5, 2019	\$48.00
696021	21220	CLEAN ENERGY INC	Sep 5, 2019	\$62,062.73
696022	29966	CODE PUBLISHING COMPANY	Sep 5, 2019	\$75.80
696023	11167	COLES ENVIRONMENTAL	Sep 5, 2019	\$346.75
696024	27509	CONTRERAS, ANGEL	Sep 5, 2019	\$210.00
696025	17891	CONTROLLED MOTION SOLUTIONS INC	Sep 5, 2019	\$191.01
696026	19033	CRUZ, WALTER	Sep 5, 2019	\$29.23
696027	27218	CUMMINS PACIFIC LLC	Sep 5, 2019	\$230.33
696028	2442	DELANEY & AHLF DIESEL SERVICE INC	Sep 5, 2019	\$5,355.35
696029	11271	DEPARTMENT OF TRANSPORTATION	Sep 5, 2019	\$99,611.31
696030	29256	DEWITZ, JEFF	Sep 5, 2019	\$84.00
696031	25742	DISCOUNT RADIATOR CENTER	Sep 5, 2019	\$3,158.34
696032	2613	DOUGLASS TRUCK BODIES INC	Sep 5, 2019	\$5,605.73
696033	20062	ECOLINE INDUSTRIAL SUPPLY	Sep 5, 2019	\$2,479.27

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696034	2752	ELBERT DISTRIBUTING	Sep 5, 2019	\$211.52
696035	2811	ENTENMANN ROVIN CO	Sep 5, 2019	\$305.28
696036	546	ENVIRONMENTAL CONCEPTS	Sep 5, 2019	\$2,982.04
696037	23720	ERNEST PACKING SOLUTIONS INC	Sep 5, 2019	\$1,113.35
696038	2830	EWING IRRIGATION PRODUCTS	Sep 5, 2019	\$210.69
696039	2901	FEDEX	Sep 5, 2019	\$125.83
696040	13056	FICK, MARK	Sep 5, 2019	\$153.17
696041	2980	FISHER SCIENTIFIC	Sep 5, 2019	\$12,216.82
696042	25339	FLEET SERVICES TOWING INC	Sep 5, 2019	\$37.00
696043	29238	FOX, PERRY	Sep 5, 2019	\$21.00
696044	3213	GALLS, LLC	Sep 5, 2019	\$719.86
696045	27879	GARDNER DENVER NASH	Sep 5, 2019	\$11,202.12
696046	25779	GCI EQUIPMENT RENTAL	Sep 5, 2019	\$189.44
696047	28064	GENERAL TREE SERVICE INC	Sep 5, 2019	\$22,662.00
696048	3358	GILLIAM & SONS INC	Sep 5, 2019	\$15,040.00
696049	18722	GLOBALSTAR USA INC	Sep 5, 2019	\$91.28
696050	29928	GOLDEN STAR TECHNOLOGY	Sep 5, 2019	\$10,748.06
696051	3452	GRAYBAR ELECTRIC COMPANY	Sep 5, 2019	\$10,471.30
696052	24247	GREGS PETROLEUM SERVICES INC	Sep 5, 2019	\$3,602.56
696053	3511	GRIFFITH COMPANY INC	Sep 5, 2019	\$1,333,861.91
696054	24139	GUTIERREZ TIRE & WHEEL INC	Sep 5, 2019	\$3,085.72
696055	3569	H & S BODY WORKS & TOWING	Sep 5, 2019	\$106.00
696056	30509	H A SALA	Sep 5, 2019	\$1,812.93
696057	30000	H&H AUTO PARTS WHOLESALE	Sep 5, 2019	\$219.48
696058	3593	HALL LETTER SHOP	Sep 5, 2019	\$2,323.89
696059	19076	HANSSENS MOVING & STORAGE INC	Sep 5, 2019	\$1,260.00
696060	24296	HERNANDEZ, ALEJANDRO	Sep 5, 2019	\$125.00
696061	29461	HESTER, TYLOR	Sep 5, 2019	\$125.00
696062	30391	HOME DEPOT PRO	Sep 5, 2019	\$9,311.23
696063	18263	HUB CONSTRUCTION SPECIALTIES INC	Sep 5, 2019	\$282.50
696064	3929	HYDRAULIC CONTROLS INC	Sep 5, 2019	\$312.38
696065	20621	ICF JONES & STOKES INC	Sep 5, 2019	\$5,455.25
696066	4089	J & E RESTAURANT SUPPLY INC	Sep 5, 2019	\$1,752.54
696067	24099	J GARCIA TRUCKING INC	Sep 5, 2019	\$2,400.00
696068	30395	JAB COMMUNICATIONS INC	Sep 5, 2019	\$22,807.16
696069	23264	JACKSON, RONALD	Sep 5, 2019	\$271.65
696070	28917	JAN-PRO CLEANING SYSTEMS	Sep 5, 2019	\$875.00
696071	4243	JORGENSEN & CO	Sep 5, 2019	\$149.27
696072	28989	K & I SERVICES INC	Sep 5, 2019	\$2,086.00
696073	4550	K C S O S	Sep 5, 2019	\$520.40
696074	16517	KAISER, BUFFIE	Sep 5, 2019	\$217.00
696075	22379	KEMIRA WATER SOLUTIONS INC	Sep 5, 2019	\$6,196.12
696076	26044	KENNEDY, AARON	Sep 5, 2019	\$48.31
696077	4423	KERN COUNCIL OF GOVERNMENTS	Sep 5, 2019	\$140.00
696078	4435	KERN COUNTY CLERKS	Sep 5, 2019	\$250.00
696079	4439	KERN COUNTY WASTE MANAGEMENT	Sep 5, 2019	\$105,956.58
696080	7492	KERN MACHINERY INC	Sep 5, 2019	\$704.40
696081	4680	KERN RIVER POWER EQUIPMENT INC	Sep 5, 2019	\$665.41
696082	4701	KERN SPRINKLER LANDSCAPING INC	Sep 5, 2019	\$89,473.18
696083	20757	KERNDATA.COM	Sep 5, 2019	\$5,698.00
696084	4277	KME FIRE APPARATUS	Sep 5, 2019	\$1,191.92
696085	4875	KNIGHTS PUMPING & PORTABLE SVC INC	Sep 5, 2019	\$401.14
696086	14219	L A GRINDING INC	Sep 5, 2019	\$45.00
696087	25309	LANGO, PETER M	Sep 5, 2019	\$126.00



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696088	28755	LEVEL 3 COMMUNICATIONS LLC	Sep 5, 2019	\$2,074.19
696089	28745	LIGHTING IN STYLE	Sep 5, 2019	\$3,426.10
696090	5133	LOOP ELECTRIC INC	Sep 5, 2019	\$6,330.00
696091	30321	MANNING, JUSTIN	Sep 5, 2019	\$63.00
696092	26124	MARANATHA LANDSCAPE INC	Sep 5, 2019	\$840.00
696093	21504	MARTINEZ, JOSUE	Sep 5, 2019	\$125.00
696094	23496	MCWILLIAMS & WALDEN INC	Sep 5, 2019	\$2,589.57
696095	25190	MEMORIAL OCCUPATIONAL MEDICINE	Sep 5, 2019	\$121.00
696096	7064	MERCHANTS PRINTING & ENVELOPE	Sep 5, 2019	\$207.79
696097	14119	METRO RECORD STORAGE INC	Sep 5, 2019	\$26.00
696098	18520	METROPOLITAN RECYCLING LLC	Sep 5, 2019	\$61,026.41
696099	24077	MICHEL AUTO TECH	Sep 5, 2019	\$1,232.81
696100	1316	MICHELIN NORTH AMERICA INC	Sep 5, 2019	\$13,543.20
696101	30126	MODERN OFFICE	Sep 5, 2019	\$18,065.00
696102	5687	MOTOR CITY SALES & SERVICE	Sep 5, 2019	\$123.23
696103	885	MSC INDUSTRIAL SUPPLY CO INC	Sep 5, 2019	\$87.05
696104	27231	MUNOZ, REBECCA	Sep 5, 2019	\$108.24
696105	30091	NAPA TRUCK & TRAILER	Sep 5, 2019	\$186.67
696106	20361	NOSSAMAN LLP	Sep 5, 2019	\$22,460.75
696107	24279	O'REILLY AUTO PARTS	Sep 5, 2019	\$325.38
696108	10495	OWENS, BILLY	Sep 5, 2019	\$86.59
696109	14515	OXLEY'S PEST CONTROL INC	Sep 5, 2019	\$140.00
696110	29655	P & A ADMINISTRATION SERVICES INC	Sep 5, 2019	\$1,946.95
696111	29655	P & A ADMINISTRATION SERVICES INC	Sep 5, 2019	\$238.65
696112	29655	P & A ADMINISTRATION SERVICES INC	Sep 5, 2019	\$2,113.97
696113	18661	PARK, DENNIS	Sep 5, 2019	\$165.00
696114	13209	PARKHOUSE TIRE INC	Sep 5, 2019	\$3,582.44
696115	29637	PINNACLE PETROLEUM INC	Sep 5, 2019	\$70,396.59
696116	13167	PRONOVOST, GREGORY	Sep 5, 2019	\$217.00
696117	25313	R & A UPHOLSTERY	Sep 5, 2019	\$180.00
696118	20713	RANDY'S TOWING LLC	Sep 5, 2019	\$37.00
696119	6682	RAYMONDS TROPHY AND AWARDS	Sep 5, 2019	\$254.88
696120	22608	REED, KATIE	Sep 5, 2019	\$217.00
696121	29257	RIVERA, FRANCISCO	Sep 5, 2019	\$315.00
696122	30140	ROBLEZ, MARK	Sep 5, 2019	\$125.00
696123	6915	ROUND-UP FEED AND PET SUPPLY	Sep 5, 2019	\$353.85
696124	18072	SAFETY TEK INDUSTRIES INC	Sep 5, 2019	\$570.00
696125	27361	SC FUELS	Sep 5, 2019	\$29,780.75
696126	7434	SMART & FINAL IRIS COMPANY	Sep 5, 2019	\$70.59
696127	25239	SMITH, TAMIA	Sep 5, 2019	\$170.00
696128	28669	SOFTWARE ONE INC	Sep 5, 2019	\$2,296.83
696129	22620	SOUTHWEST LIFT & EQUIPMENT INC	Sep 5, 2019	\$17,127.49
696130	11907	SPARKLETTS/SIERRA SPRINGS	Sep 5, 2019	\$66.94
696131	29986	STANDARD PLUMBING SUPPLY DBA FLOYDS	Sep 5, 2019	\$51.21
696132	22147	STANTEC CONSULTING SERVICES INC	Sep 5, 2019	\$12,573.00
696133	28163	SWITZER, PHILIP	Sep 5, 2019	\$84.00
696134	26369	T Y LIN INTERNATIONAL INC	Sep 5, 2019	\$9,230.46
696135	276	TAYLOR EQUIPMENT & REPAIR, INC	Sep 5, 2019	\$34,812.87
696136	7878	TELECOM LAW FIRM PC	Sep 5, 2019	\$120.00
696137	19961	THE HON COMPANY-C/O STINSONS	Sep 5, 2019	\$2,500.58
696138	7999	THREE-WAY CHEVROLET	Sep 5, 2019	\$3.94
696139	23837	TPX COMMUNICATIONS	Sep 5, 2019	\$1,440.36
696140	70200	TRINITY SAFETY CO	Sep 5, 2019	\$222.25
696141	20359	TURF STAR INC	Sep 5, 2019	\$1,327.06

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696142	96	TYACK TIRES INC	Sep 5, 2019	\$600.27
696143	15212	U.S. BEHAVIORAL HEALTH PLAN	Sep 5, 2019	\$3,602.40
696144	26780	UNIVERSAL BACKGROUND SCREENING INC	Sep 5, 2019	\$928.35
696145	8478	VALLEY DECAL INC	Sep 5, 2019	\$1,632.42
696146	1286	VBI PAINTING	Sep 5, 2019	\$19,313.90
696147	4141	WATTENBARGER DO IT CENTER	Sep 5, 2019	\$941.54
696148	26447	WESTCOAST HYDRAULICS	Sep 5, 2019	\$3,723.96
696149	21212	WHITE CAP CONSTRUCTION SUPPLY	Sep 5, 2019	\$820.29
696150	9014	WILLIAMS, MICHAEL	Sep 5, 2019	\$108.24
696151	19876	WINTHER, EMILY	Sep 5, 2019	\$192.00
696152	21390	WYATT, DORETHA	Sep 5, 2019	\$170.00
696153	22612	YOON, PAUL	Sep 5, 2019	\$165.00
696154	9244	ZEP MANUFACTURING COMPANY	Sep 5, 2019	\$325.51
696155	17690	ZONES	Sep 5, 2019	\$5,680.49
696156	19552	A S C A P	Sep 5, 2019	\$2,754.67
696157	537	A T & T	Sep 5, 2019	\$1,154.56
696160	78	ADVANCED DISTRIBUTION CO	Sep 5, 2019	\$30,256.52
696161	12516	AIMS	Sep 5, 2019	\$135.00
696164	8530	AMERIPRIDE UNIFORM SERVICES	Sep 5, 2019	\$2,666.63
696165	10320	BAKERSFIELD HOMELESS CENTER	Sep 5, 2019	\$18,274.80
696167	21172	BLACKHOLE TECHNOLOGIES INC	Sep 5, 2019	\$47,998.78
696168	15083	CALIFORNIA PLANNING & DEVELOPMENT	Sep 5, 2019	\$238.00
696172	1696	CALIFORNIA WATER SERVICE	Sep 5, 2019	\$126,006.33
696173	11937	CITY OF BAKERSFIELD	Sep 5, 2019	\$27.15
696174	17023	CITY OF BAKERSFIELD	Sep 5, 2019	\$11,106.00
696175	11937	CITY OF BAKERSFIELD	Sep 5, 2019	\$220,940.72
696176	25786	G S E CONSTRUCTION CO INC	Sep 5, 2019	\$328,937.50
696178	3403	GOLDEN STATE PETERBILT	Sep 5, 2019	\$4,298.91
696180	3427	GRAINGER INC, W W	Sep 5, 2019	\$1,936.62
696181	3466	GREATER BAKERSFIELD CHAMBER OF	Sep 5, 2019	\$450.00
696187	7933	HOME DEPOT	Sep 5, 2019	\$5,812.38
696188	4494	KERN COUNTY CLERK	Sep 5, 2019	\$100.00
696194	4740	KERN TURF SUPPLY	Sep 5, 2019	\$11,986.20
696195	5133	LOOP ELECTRIC INC	Sep 5, 2019	\$74,233.00
696197	15624	LOWE'S HOME IMPROVEMENT	Sep 5, 2019	\$1,357.25
696198	30034	MECHANIC'S BANK	Sep 5, 2019	\$17,312.50
696200	6114	PACIFIC GAS & ELECTRIC COMPANY	Sep 5, 2019	\$17,360.33
696201	7509	SOCALGAS	Sep 5, 2019	\$38.58
696202	30312	T-MOBILE	Sep 5, 2019	\$24.77
696203	20601	VERIZON WIRELESS	Sep 5, 2019	\$22,230.38
696204	20601	VERIZON WIRELESS	Sep 5, 2019	\$781.20
696205	20601	VERIZON WIRELESS	Sep 5, 2019	\$25.02
696206	20601	VERIZON WIRELESS	Sep 5, 2019	\$1,656.46
696213	10428	UNITED REFRIGERATION INC	Sep 6, 2019	\$5,168.74
696214	10204	ASSOCIATION BKFD POLICE OFFICER FCU	Sep 6, 2019	\$14,230.96
696215	10211	BAKERSFIELD FIREMEN	Sep 6, 2019	\$9,723.36
696216	10200	BAKERSFIELD FIREMEN RELIEF ASS	Sep 6, 2019	\$7,780.01
696217	10203	BAKERSFIELD POLICE BENEFIT	Sep 6, 2019	\$25,568.01
696218	10205	MUTUAL BENEFIT ASSOCIATION	Sep 6, 2019	\$1,885.59
696219	26810	RELIASTAR LIFE INSURANCE CO	Sep 6, 2019	\$1,826.06
696220	22324	SEIU LOCAL 521	Sep 6, 2019	\$15,229.98
696221	67	ACME POOL SUPPLY	Sep 12, 2019	\$46.54
696222	15433	ADVANCE MOBILE SECURITY	Sep 12, 2019	\$97.44
696223	81	ADVANCED DATA STORAGE INC	Sep 12, 2019	\$390.00

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696224	25365	AECOM TECHNICAL SERVICES INC	Sep 12, 2019	\$312,954.12
696225	19696	ALEMAN, KIMBERLY	Sep 12, 2019	\$104.40
696226	160	ALL THAT LETTERING SIGN COMPNY	Sep 12, 2019	\$1,500.00
696227	29956	ALLIED NETWORK SOLUTIONS INC	Sep 12, 2019	\$3,099.00
696228	28688	ALLIED UNIVERSAL SECURITY SERVICES	Sep 12, 2019	\$8,919.60
696229	23588	ALUMINUM CHUCK WAGON	Sep 12, 2019	\$7,422.95
696230	30538	ALVARADO, PAUL	Sep 12, 2019	\$231.00
696231	26297	ALVARADO, SAUL	Sep 12, 2019	\$231.00
696232	26835	AMERICAN RED CROSS-HEALTH &	Sep 12, 2019	\$11.00
696233	29827	AMS LEGAL SUPPORT SERVICES INC	Sep 12, 2019	\$125.00
696234	10037	MISCELLANEOUS TRUST VENDOR	Sep 12, 2019	\$200.00
696235	25610	AUTO DAMAGE APPRAISERS	Sep 12, 2019	\$120.00
696236	536	AVERY ASSOCIATES	Sep 12, 2019	\$5,629.48
696237	675	BAKERSFIELD CALIFORNIAN	Sep 12, 2019	\$77.70
696238	11684	BAKERSFIELD CALIFORNIAN	Sep 12, 2019	\$359.87
696239	19911	BAKERSFIELD HARLEY DAVIDSON INC	Sep 12, 2019	\$300.29
696240	841	BAKERSFIELD RUBBER STAMP CO	Sep 12, 2019	\$111.28
696241	875	BAKERSFIELD TRUCK CENTER	Sep 12, 2019	\$103.78
696242	18398	BATTERY SYSTEMS INC	Sep 12, 2019	\$391.53
696243	28231	BIG BRAND TIRE & SERVICE	Sep 12, 2019	\$60.00
696244	23444	BILLINGSLEY, MATTHEW	Sep 12, 2019	\$1,776.35
696245	21172	BLACKHOLE TECHNOLOGIES INC	Sep 12, 2019	\$1,023.06
696246	1175	BOBS WHOLESALE AUTO GLASS	Sep 12, 2019	\$228.22
696247	22817	BORN AGAIN BODYWORKS	Sep 12, 2019	\$3,308.48
696248	1249	BRANDCO	Sep 12, 2019	\$1,214.80
696249	19303	BRIGHT HOUSE NETWORKS	Sep 12, 2019	\$144.98
696250	10037	MISCELLANEOUS TRUST VENDOR	Sep 12, 2019	\$214.00
696251	23000	BUDAK, MICHAEL D	Sep 12, 2019	\$213.00
696252	10267	BUDGET BOLT INC	Sep 12, 2019	\$1,028.70
696253	1359	BUDS BRAKE & WHEEL PARTS	Sep 12, 2019	\$55.21
696254	22565	BURTCH CONSTRUCTION INC	Sep 12, 2019	\$64,149.82
696255	10891	C A L E D	Sep 12, 2019	\$350.00
696256	1477	CAL VALLEY EQUIPMENT INC	Sep 12, 2019	\$4,936.55
696257	1766	CAROLLO ENGINEERS INC	Sep 12, 2019	\$6,451.75
696258	29538	CARRIER, BRIANNA	Sep 12, 2019	\$131.00
696259	27476	CARTER, ADELINA	Sep 12, 2019	\$21.00
696260	29025	CATER, JASON	Sep 12, 2019	\$21.00
696261	17239	CENTRAL VALLEY OCCUPATIONAL INC	Sep 12, 2019	\$730.00
696262	16974	CERTEX WEST USA INC	Sep 12, 2019	\$202.01
696263	1888	CHAMPION HARDWARE	Sep 12, 2019	\$450.39
696264	1924	CHESTER AVENUE BRAKE & SUPPLY	Sep 12, 2019	\$259.99
696265	2016	CLARK PEST CONTROL INC	Sep 12, 2019	\$300.00
696266	18957	CLARK, ALEXANDER J.	Sep 12, 2019	\$231.00
696267	2050	CLIFFORD & BROWN	Sep 12, 2019	\$23,901.00
696268	801	CLIFFORD & BROWN TRUST	Sep 12, 2019	\$500.00
696269	21588	COCA-COLA REFRESHMENTS	Sep 12, 2019	\$4,687.20
696270	25644	COPSPLUS INC	Sep 12, 2019	\$85.38
696271	26894	CPS HR CONSULTING	Sep 12, 2019	\$5,967.88
696272	18540	CSUB	Sep 12, 2019	\$11,121.53
696273	27296	D & D DISPOSAL INC	Sep 12, 2019	\$924.00
696274	4140	DAVID JANES COMPANY	Sep 12, 2019	\$286.79
696275	2558	DISPENSING TECHNOLOGY CORP	Sep 12, 2019	\$2,481.29
696276	1048	DLT SOLUTIONS LLC	Sep 12, 2019	\$2,200.72
696277	30531	DONAHUE SCHRIBER REALTY GROUP	Sep 12, 2019	\$8,036.00

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696278	14723	DONNOE & ASSOCIATES INC	Sep 12, 2019	\$5,650.00
696279	28574	DR RONALD OSTROM	Sep 12, 2019	\$1,000.00
696280	27367	DRAEGER INC	Sep 12, 2019	\$333.75
696281	16954	DRAGOUN, SCOTT T	Sep 12, 2019	\$748.85
696282	16511	EAN SERVICES LLC	Sep 12, 2019	\$756.37
696283	18911	ECMS INC	Sep 12, 2019	\$1,409.55
696284	2769	EL POPULAR CALIFORNIA	Sep 12, 2019	\$472.00
696285	30144	EMTS INC	Sep 12, 2019	\$4,892.00
696286	23720	ERNEST PACKING SOLUTIONS INC	Sep 12, 2019	\$1,518.21
696287	2830	EWING IRRIGATION PRODUCTS	Sep 12, 2019	\$38.92
696288	2901	FEDEX	Sep 12, 2019	\$49.21
696289	19657	FIRST CHOICE SERVICES INC	Sep 12, 2019	\$169.43
696290	26081	FIRST SERVICE STRAIGHTLINE ENT	Sep 12, 2019	\$1,229.15
696291	22966	FORENSIC NURSE SPECIALISTS INC	Sep 12, 2019	\$4,500.00
696292	28326	FUN EXPRESS	Sep 12, 2019	\$107.71
696293	12947	GALAGAZA, ANTHONY	Sep 12, 2019	\$218.00
696294	3213	GALLS, LLC	Sep 12, 2019	\$1,439.72
696295	3358	GILLIAM & SONS INC	Sep 12, 2019	\$52,049.20
696296	3403	GOLDEN STATE PETERBILT	Sep 12, 2019	\$1,336.25
696297	28262	GONZALES, AMANDA	Sep 12, 2019	\$233.24
696298	24247	GREGS PETROLEUM SERVICES INC	Sep 12, 2019	\$4,658.55
696299	3511	GRIFFITH COMPANY INC	Sep 12, 2019	\$824,998.75
696300	28999	GUILLEN, AARON	Sep 12, 2019	\$231.00
696301	24139	GUTIERREZ TIRE & WHEEL INC	Sep 12, 2019	\$439.54
696302	30537	GUTIERREZ, NATHAN	Sep 12, 2019	\$131.00
696303	24429	H & E EQUIPMENT SERVICES LLC	Sep 12, 2019	\$3,294.03
696304	3569	H & S BODY WORKS & TOWING	Sep 12, 2019	\$867.26
696305	3571	H & S HOSE & SUPPLY INC	Sep 12, 2019	\$90.91
696306	30000	H&H AUTO PARTS WHOLESALE	Sep 12, 2019	\$1,167.40
696307	29964	HALIFAX SECURITY INC	Sep 12, 2019	\$1,704.94
696308	3593	HALL LETTER SHOP	Sep 12, 2019	\$1,974.47
696309	3660	HARBOR FREIGHT TOOLS	Sep 12, 2019	\$4.32
696310	15676	HEINLE, JEFF R	Sep 12, 2019	\$231.00
696311	28525	HINKLE, KEVIN	Sep 12, 2019	\$433.63
696312	30371	HOGAN, ALEX	Sep 12, 2019	\$620.00
696313	30391	HOME DEPOT PRO	Sep 12, 2019	\$3,106.11
696314	20543	HOOVER, DIANNE	Sep 12, 2019	\$342.00
696315	30521	HORTA, HUMBERTO AND ADRIANA	Sep 12, 2019	\$388.00
696316	18263	HUB CONSTRUCTION SPECIALTIES INC	Sep 12, 2019	\$337.01
696317	29894	HUMAN SOLUTION	Sep 12, 2019	\$280.37
696318	14936	INTERNATIONAL CODE COUNCIL	Sep 12, 2019	\$161.51
696319	25838	JCI JONES CHEMICALS INC	Sep 12, 2019	\$4,546.64
696320	30522	JET JAM RACING	Sep 12, 2019	\$12,500.00
696321	19554	K & R TOWING	Sep 12, 2019	\$37.00
696322	4550	K C S O S	Sep 12, 2019	\$2,321.73
696323	4573	KERN COUNTY WATER AGENCY	Sep 12, 2019	\$72,856.81
696324	4581	KERN ELECTRIC DISTRIBUTORS	Sep 12, 2019	\$1,126.48
696325	7492	KERN MACHINERY INC	Sep 12, 2019	\$70.33
696326	4677	KERN REFUSE DISPOSAL, INC	Sep 12, 2019	\$1,499,629.17
696327	4680	KERN RIVER POWER EQUIPMENT INC	Sep 12, 2019	\$188.67
696328	4875	KNIGHTS PUMPING & PORTABLE SVC INC	Sep 12, 2019	\$291.43
696329	30292	KW CAGES	Sep 12, 2019	\$2,137.27
696330	10037	MISCELLANEOUS TRUST VENDOR	Sep 12, 2019	\$33.00
696331	23743	LANDSCAPE DEVELOPMENT INC	Sep 12, 2019	\$875.00



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696332	5133	LOOP ELECTRIC INC	Sep 12, 2019	\$10,472.00
696333	27933	MALLORY SAFETY & SUPPLY LLC	Sep 12, 2019	\$1,925.93
696334	25274	MARTIN & SONS UPHOLSTERY	Sep 12, 2019	\$435.00
696335	10998	MARTINEZ, RUBEN	Sep 12, 2019	\$10.00
696336	5265	MARTINUSEN, TREVER	Sep 12, 2019	\$218.00
696337	23496	MCWILLIAMS & WALDEN INC	Sep 12, 2019	\$4,484.76
696338	15029	MEDIA POST	Sep 12, 2019	\$41.54
696339	29673	MELLO III, JOHN	Sep 12, 2019	\$80.00
696340	7064	MERCHANTS PRINTING & ENVELOPE	Sep 12, 2019	\$511.58
696341	27890	MERCY PLAZA RESPIRATORY	Sep 12, 2019	\$48.00
696342	12748	MERRIMAN HURST & ASSOCIATES INC	Sep 12, 2019	\$3,800.00
696343	26501	MFASCO HEALTH & SAFETY	Sep 12, 2019	\$54.72
696344	24077	MICHEL AUTO TECH	Sep 12, 2019	\$1,665.73
696345	1316	MICHELIN NORTH AMERICA INC	Sep 12, 2019	\$5,639.49
696346	5510	MID TERM INC	Sep 12, 2019	\$350.32
696347	5547	MINUTEMAN PRESS	Sep 12, 2019	\$209.37
696348	26625	MOORE, MALCOLM	Sep 12, 2019	\$297.00
696349	28984	MORALES & MORALES GARDENING	Sep 12, 2019	\$8,950.00
696350	10037	MISCELLANEOUS TRUST VENDOR	Sep 12, 2019	\$200.00
696351	5666	MORGAN, ROBERT	Sep 12, 2019	\$486.31
696352	29249	MOTOR VEHICLE NETWORK	Sep 12, 2019	\$812.00
696353	29828	MT POSO COGENERATION COMPANY LLC	Sep 12, 2019	\$150.00
696354	27379	MUNICIPAL EMERGENCY SERVICES	Sep 12, 2019	\$2,711.82
696355	24279	O'REILLY AUTO PARTS	Sep 12, 2019	\$203.82
696356	27441	OROZCO, JUAN	Sep 12, 2019	\$2,224.00
696357	30414	PACE SUPPLY CORP	Sep 12, 2019	\$18.38
696358	18950	PACHECO, HENRY	Sep 12, 2019	\$231.00
696359	70540	PANAMA TIC	Sep 12, 2019	\$542.00
696360	13209	PARKHOUSE TIRE INC	Sep 12, 2019	\$1,975.11
696361	70028	PAVLETICH ELECTRIC INC	Sep 12, 2019	\$204.00
696362	24029	PAYLESS TOWING	Sep 12, 2019	\$37.00
696363	25270	PENINSULA MESSENGER INC	Sep 12, 2019	\$586.49
696364	11272	PEOPLE FACTS LLC	Sep 12, 2019	\$21.67
696367	6376	PIONEER PAINT	Sep 12, 2019	\$13,185.45
696368	10041	PRECISION FERTILIZER SPREADING	Sep 12, 2019	\$6,600.00
696369	30502	PROVIDENCE STRATEGIC CONSULTING INC	Sep 12, 2019	\$2,442.04
696370	23941	RADIO IP INC	Sep 12, 2019	\$21,669.78
696371	20713	RANDY'S TOWING LLC	Sep 12, 2019	\$677.00
696372	6682	RAYMONDS TROPHY AND AWARDS	Sep 12, 2019	\$343.37
696374	28480	READY REFRESH	Sep 12, 2019	\$950.76
696375	26863	RIOS, RICHARD	Sep 12, 2019	\$191.31
696376	12665	SAN JOAQUIN FENCE & SUPPLY	Sep 12, 2019	\$638.00
696377	7283	SEQUOIA PAINT COMPANY INC	Sep 12, 2019	\$241.64
696378	26693	SIGN WAREHOUSE	Sep 12, 2019	\$237.51
696379	7434	SMART & FINAL IRIS COMPANY	Sep 12, 2019	\$22.11
696380	18629	SNAP-ON BUSINESS SOLUTIONS RH	Sep 12, 2019	\$4,125.00
696381	23717	SOCIETY OF GOVERNMENT MTG	Sep 12, 2019	\$400.00
696382	28669	SOFTWARE ONE INC	Sep 12, 2019	\$382.62
696383	23456	SORENSEN, VERNON MD INC	Sep 12, 2019	\$7,762.78
696384	11907	SPARKLETT'S/SIERRA SPRINGS	Sep 12, 2019	\$372.24
696385	29986	STANDARD PLUMBING SUPPLY DBA FLOYDS	Sep 12, 2019	\$264.93
696386	21606	SUNRISE ENVIRONMENTAL SCIENTIFIC	Sep 12, 2019	\$648.96
696387	26369	T Y LIN INTERNATIONAL INC	Sep 12, 2019	\$32,137.17
696388	276	TAYLOR EQUIPMENT & REPAIR, INC	Sep 12, 2019	\$1,885.05

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
696389	22165	TECH DISTRIBUTION & TIRE SUPPLY INC	Sep 12, 2019	\$425.40
696390	28733	TELELANGUAGE INC	Sep 12, 2019	\$336.60
696391	27973	TEMPEST INTERACTIVE MEDIA LLC	Sep 12, 2019	\$200.00
696392	27852	TINER, KYLE	Sep 12, 2019	\$480.00
696393	21369	TRANS-WEST SECURITY INC	Sep 12, 2019	\$11,844.22
696394	96	TYACK TIRES INC	Sep 12, 2019	\$1,203.51
696396	30029	UNITED CONCORDIA DENTAL PLANS OF CA	Sep 12, 2019	\$49,881.70
696397	10428	UNITED REFRIGERATION INC	Sep 12, 2019	\$1,278.57
696398	28374	US SPORTS CONGRESS LLC	Sep 12, 2019	\$10,849.00
696399	26915	VALENZUELA, JULIAN	Sep 12, 2019	\$231.00
696400	26060	VANGUARD CLEANING SYSTEMS INC	Sep 12, 2019	\$660.00
696401	30523	VERIZON WIRELESS SUBPOENA COMP	Sep 12, 2019	\$100.00
696402	16550	VERIZON WIRELESS-LERT B	Sep 12, 2019	\$342.00
696403	28738	VONDOHLEN, LACEY	Sep 12, 2019	\$1,194.00
696404	8400	VWR SCIENTIFIC	Sep 12, 2019	\$1,505.86
696405	10037	MISCELLANEOUS TRUST VENDOR	Sep 12, 2019	\$34.00
696406	26241	WAUKESHA-PEARCE IND INC	Sep 12, 2019	\$1,221.71
696407	14647	WAXIE SANITARY SUPPLY INC	Sep 12, 2019	\$1,025.83
696408	28739	WESTAIR GASES & EQUIPMENT INC	Sep 12, 2019	\$49.13
696409	21212	WHITE CAP CONSTRUCTION SUPPLY	Sep 12, 2019	\$437.84
696410	30530	WHITE ROCK CYBERSECURITY	Sep 12, 2019	\$12,570.00
696411	25879	ZOOM IMAGING SOLUTIONS, INC.	Sep 12, 2019	\$453.62
696412	28854	3C PAYMENT (USA) CORP	Sep 12, 2019	\$100.00
696413	537	A T & T	Sep 12, 2019	\$16,706.07
696415	78	ADVANCED DISTRIBUTION CO	Sep 12, 2019	\$8,000.40
696416	12516	AIMS	Sep 12, 2019	\$2,454.50
696418	8530	AMERIPRIDE UNIFORM SERVICES	Sep 12, 2019	\$3,546.18
696419	10199	BAKERSFIELD CITY EMPLOYEE	Sep 12, 2019	\$3,974.00
696421	18692	BOUND TREE MEDICAL LLC	Sep 12, 2019	\$3,265.62
696422	10696	CALIFORNIA STATE FIRE TRAINING	Sep 12, 2019	\$130.00
696424	1696	CALIFORNIA WATER SERVICE	Sep 12, 2019	\$7,725.51
696435	10292	CITY OF BAKERSFIELD	Sep 12, 2019	\$158,420.99
696437	2050	CLIFFORD & BROWN	Sep 12, 2019	\$3,006.98
696438	11572	CPRS	Sep 12, 2019	\$150.00
696439	29921	CUNHA, TARA L	Sep 12, 2019	\$48.00
696440	2714	EAST NILES COMMUNITY SERVICES	Sep 12, 2019	\$2,897.50
696442	3427	GRAINGER INC, W W	Sep 12, 2019	\$4,921.41
696443	3466	GREATER BAKERSFIELD CHAMBER OF	Sep 12, 2019	\$1,000.00
696444	3466	GREATER BAKERSFIELD CHAMBER OF	Sep 12, 2019	\$1,000.00
696447	7933	HOME DEPOT	Sep 12, 2019	\$2,449.69
696450	15624	LOWE'S HOME IMPROVEMENT	Sep 12, 2019	\$2,915.85
696451	18230	OILDALE MUTUAL WATER COMPANY	Sep 12, 2019	\$43.56
696459	6114	PACIFIC GAS & ELECTRIC COMPANY	Sep 12, 2019	\$840,500.99
696460	7509	SOCALGAS	Sep 12, 2019	\$203.97
696461	7508	SOUTHERN CALIFORNIA EDISON CO.	Sep 12, 2019	\$696.19
696462	8611	VAUGHN WATER CO., INC.	Sep 12, 2019	\$9,450.34
696463	30002	MEDICAL EYE SERVICE COMPANY	Sep 12, 2019	\$5,100.25
696464	26810	RELIASTAR LIFE INSURANCE CO	Sep 12, 2019	\$3,835.31
696465	30027	U S BANK - PARS #6746022400	Sep 12, 2019	\$3,930.80
696466	30020	UNUM	Sep 12, 2019	\$5,129.17
9995046	30028	BLUE SHIELD OF CALIFORNIA-P	Aug 30, 2019	\$502,960.75
9995047	30022	IRS / FDRF	Aug 30, 2019	\$146.00
9995048	30021	KAISER PERMANENTE	Aug 30, 2019	\$217,348.43
9995049	30025	STATE DISBURSEMENT UNIT	Sep 5, 2019	\$19,112.26

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
9995050	11811	WELLS FARGO BANK	Sep 5, 2019	\$114,749.83
9995051	10199	BAKERSFIELD CITY EMPLOYEE	Sep 6, 2019	\$189,334.00
9995052	30014	EMPLOYMENT DEVELOPMENT DEPT	Sep 6, 2019	\$196,881.52
9995053	10217	I C M A RETIREMENT TRUST-303749	Sep 6, 2019	\$51,541.48
9995054	30010	IRS	Sep 6, 2019	\$573,241.08
9995055	16863	NATIONWIDE RETIREMENT SOLUTIONS	Sep 6, 2019	\$119,272.11
9995056	20699	VANTAGEPOINT TRANSFER AGENTS C/O	Sep 6, 2019	\$36,551.07
9995057	24821	DEPARTMENT OF THE TREASURY	Sep 12, 2019	\$514.84
9995058	10206	STATE OF CALIF - PERS	Sep 12, 2019	\$964,599.77
9995060	19630	UNION BANK	Sep 12, 2019	\$305,595.36
9995061	11811	WELLS FARGO BANK	Sep 12, 2019	\$176,533.88
				<hr/> \$11,930,945.22

E-Payable Number	Vendor Number	Vendor Name	E-Payable Date	E-Payable Amount
17768	57	ABATE A WEED	Sep 5, 2019	\$1,279.10
17769	29	AFFINITY TRUCK CENTER	Sep 5, 2019	\$3,472.33
17770	575	B C LABORATORIES	Sep 5, 2019	\$779.00
17771	611	B S & E COMPANY INC	Sep 5, 2019	\$627.43
17772	1037	BERCHTOLD EQUIPMENT CO	Sep 5, 2019	\$2,869.00
17773	1163	BLUEPRINT SERVICE CO	Sep 5, 2019	\$61.57
17774	18753	BRIDGEPORT TRUCK MANUFACTURING	Sep 5, 2019	\$2,453.78
17775	1765	CARNEYS BUSINESS TECHNOLOGY CTR INC	Sep 5, 2019	\$1,344.43
17776	20747	CENTRAL SANITARY SUPPLY INC	Sep 5, 2019	\$136.57
17777	5147	COASTLINE EQUIPMENT	Sep 5, 2019	\$138.32
17778	2162	CONSOLIDATED ELECTRICAL DIST INC	Sep 5, 2019	\$7,522.66
17779	14582	DAVE BANG ASSOCIATES INC	Sep 5, 2019	\$6,606.87
17780	13912	DIRECT SAFETY SOLUTIONS INC	Sep 5, 2019	\$659.73
17781	13088	E J WARD INCORPORATED	Sep 5, 2019	\$1,098.29
17782	14055	FAST UNDERCAR LLC	Sep 5, 2019	\$5,244.35
17783	2874	FERGUSON ENTERPRISES INC	Sep 5, 2019	\$1,415.03
17784	16838	GIBBS INTERNATIONAL TRUCK CTR. INC	Sep 5, 2019	\$9,510.71
17785	21739	GOLDEN EMPIRE TOWING INC	Sep 5, 2019	\$287.00
17786	1390	JIM BURKE FORD	Sep 5, 2019	\$10,933.90
17787	4178	JIM BURKE LINCOLN MERCURY	Sep 5, 2019	\$3,326.60
17788	15694	JIMS TOWING INC	Sep 5, 2019	\$851.00
17789	24086	MAR-CO EQUIPMENT CORP	Sep 5, 2019	\$2,624.86
17790	453	MUNICIPAL MAINTENANCE EQUIP INC	Sep 5, 2019	\$1,286.95
17791	6555	QUINN COMPANY INC	Sep 5, 2019	\$3,724.85
17792	19584	SMITH & SON TIRE INC	Sep 5, 2019	\$383.72
17793	14700	SOUTH COAST EMERGENCY VEHICLE SERV.	Sep 5, 2019	\$1,434.52
17794	25504	STATEWIDE TRAFFIC SAFETY & SIGNS	Sep 5, 2019	\$4,876.28
17795	7685	STINSON STATIONERS	Sep 5, 2019	\$4,716.69
17796	7728	SULLY & SON HYDRAULICS INC	Sep 5, 2019	\$51.89
17797	9010	WILLIAMS CLEANING SYSTEMS INC	Sep 5, 2019	\$1,124.37
17822	57	ABATE A WEED	Sep 12, 2019	\$58.96
17823	29	AFFINITY TRUCK CENTER	Sep 12, 2019	\$549.90
17824	436	ARGO CHEMICAL INC	Sep 12, 2019	\$3,880.22
17825	576	B & B SURPLUS	Sep 12, 2019	\$1,657.25
17826	1037	BERCHTOLD EQUIPMENT CO	Sep 12, 2019	\$29.37
17827	1163	BLUEPRINT SERVICE CO	Sep 12, 2019	\$344.11
17828	1765	CARNEYS BUSINESS TECHNOLOGY CTR INC	Sep 12, 2019	\$412.43
17829	20747	CENTRAL SANITARY SUPPLY INC	Sep 12, 2019	\$200.28
17830	5147	COASTLINE EQUIPMENT	Sep 12, 2019	\$26.97
17831	2162	CONSOLIDATED ELECTRICAL DIST INC	Sep 12, 2019	\$3,325.06
17832	13912	DIRECT SAFETY SOLUTIONS INC	Sep 12, 2019	\$103.92
17833	14055	FAST UNDERCAR LLC	Sep 12, 2019	\$2,201.61
17834	2874	FERGUSON ENTERPRISES INC	Sep 12, 2019	\$2,026.82
17835	16838	GIBBS INTERNATIONAL TRUCK CTR. INC	Sep 12, 2019	\$49.77
17836	21739	GOLDEN EMPIRE TOWING INC	Sep 12, 2019	\$937.00
17837	4171	JERRY & KEITHS INC	Sep 12, 2019	\$301.00
17838	1390	JIM BURKE FORD	Sep 12, 2019	\$5,157.18
17839	15694	JIMS TOWING INC	Sep 12, 2019	\$311.00
17840	4925	KRAZAN & ASSOCIATES INC	Sep 12, 2019	\$14,600.00
17841	2267	L N CURTIS & SONS	Sep 12, 2019	\$449.24
17842	6555	QUINN COMPANY INC	Sep 12, 2019	\$626.21
17843	19584	SMITH & SON TIRE INC	Sep 12, 2019	\$6,503.40
17844	14700	SOUTH COAST EMERGENCY VEHICLE SERV.	Sep 12, 2019	\$275.58
17845	7685	STINSON STATIONERS	Sep 12, 2019	\$5,717.63
17846	7728	SULLY & SON HYDRAULICS INC	Sep 12, 2019	\$584.27
17847	15868	TEL TEC SECURITY SYSTEM INC	Sep 12, 2019	\$511.92



9/12/2019

CITY OF BAKERSFIELD - CHECK REGISTER  
FROM 8/30/2019 to 9/12/2019

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E-Payable Number	Vendor Number	Vendor Name	E-Payable Date	E-Payable Amount
17848	9010	WILLIAMS CLEANING SYSTEMS INC	Sep 12, 2019	\$382.69
				<hr/> 132,065.59
				12,063,010.81



# ADMINISTRATIVE REPORT

**MEETING DATE:** 9/25/2019

Consent- Ordinances c.

**TO:** Honorable Mayor and City Council

**FROM:** Phil Burns, Interim Development Services Director

**DATE:** 9/3/2019

**WARD:**

**SUBJECT:** First reading of an ordinance amending Sections 15.04, 15.05, 15.07, 15.09, 15.11, 15.13, 15.15, 15.17 and 15.19 of the Bakersfield Municipal Code, relating to the Building and Construction codes, specifically the California Building Code, Mechanical Code, Plumbing Code, Electrical Code, Existing Building Code, Historical Building Code, California Residential Code and California Green Building Code, 2019 editions.

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## STAFF RECOMMENDATION:

Staff recommends first reading of the ordinance.

## BACKGROUND:

The State of California recently adopted new versions of the California Building Code (CBC), Mechanical Code, Plumbing Code, Electrical Code, California Existing Code, Historical Building Code, California Residential Code and Green Building Code. This is part of the normal code adoption cycle which occurs every three years after the publication of the new national model codes. This cycle the California Codes have remained separate and consistent with the model codes.

The new codes include mostly minor revisions and reorganization of some of the code sections. One of the most significant revisions is the requirement for new dwelling units to have photovoltaic systems providing energy output equal to the dwellings estimated annual usage.

State law requires that the City adopt these codes by January 1, 2020. State law also allows the City to make these codes more restrictive as long as such restrictions are based on climatological, geological, and/or topographical reasons.

For the most part, the proposed local code amendments are carry overs from the previous code adoption cycle in 2016 and are minimal and technical in nature.

City staff has made contact with the Home Builders Association (HBA) about the adoption of the

new codes and proposed amendments. Staff will be meeting with the HBA members to review the significant changes in for single-family dwellings. In late October, staff will begin conducting a series of classes regarding the code changes for each industry. These classes will educate local architects, engineers, contractors and homeowners about the changes to the code.

**ATTACHMENTS:**

Description	Type
□ Building Code Adoption	Ordinance

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING CHAPTER 15.04 OF THE BAKERSFIELD MUNICIPAL CODE RELATING TO BUILDING AND CONSTRUCTION AND ADOPTING THE 2019 CALIFORNIA BUILDING CODE, 2019 CALIFORNIA MECHANICAL CODE, 2019 CALIFORNIA PLUMBING CODE, 2019 CALIFORNIA ELECTRICAL CODE, 2019 CALIFORNIA EXISTING BUILDING CODE, 2019 CALIFORNIA HISTORICAL BUILDING CODE, 2019 CALIFORNIA RESIDENTIAL CODE AND 2019 CALIFORNIA GREEN BUILDING CODE BY AMENDING CHAPTERS 15.04, 15.05, 15.07, 15.09, 15.11, 15.13, 15.15, 15.17 AND 15.19 THERETO.**

**WHEREAS**, Health and Safety Code Section 17958 provides that the City of Bakersfield shall adopt Ordinances and regulations imposing the same or modified or changed requirements as are contained in the regulations adopted by the State pursuant to Health and Safety Code Section 17922; and

**WHEREAS**, the State of California is mandated by Health and Safety Code Section 17922 to impose the same requirements as are contained in the most recent edition of the California Building Code, California Existing Building Code, the California Plumbing Code, the California Mechanical Code, and the California Electrical Code (hereinafter referred to collectively as "Codes"); and

**WHEREAS**, Health and Safety Code Section 17958.7 permits the City to make modifications or changes to the Codes, which are reasonably necessary because of local climatic, geographic or topographic conditions; and

**WHEREAS**, the Building Division staff determined that the local amendments to the Codes are necessary due to unique conditions that exist in the City of Bakersfield which include conditions conducive to steep terrain, extremely high temperatures in the summer and extremely poor visibility due to Tule fog conditions in the winter; and

**WHEREAS**, the City of Bakersfield typically exceeds temperatures of 90° F during the summer months of June, July, August, and September and during the winter months typically experiences a high percentage of poor visibility days from zero visibility to 300 feet; and

**WHEREAS**, the City of Bakersfield is situated in the southern San Joaquin Valley which is surrounded by the Sierra Nevada Mountains on the east, the Coastal Range on the west, and the Tehachapi Mountains on the south and is subject to periodic seismic activity from earthquake faults associated with those geologic features; and

**WHEREAS**, the citizens of the City of Bakersfield are susceptible to high occurrence of Valley Fever due to dust conditions in the local area; and

**WHEREAS**, the Building Division has reviewed and recommended that changes and modifications be made to the Codes and have advised that certain said changes and modifications to the California Building Code, ~~2016~~ 2019 Edition, the California Mechanical Code, ~~2016~~ 2019 Edition, the California Plumbing Code, ~~2016~~ 2019 Edition, the California Electrical Code, ~~2016~~ 2019 Edition, the California Residential Code, ~~2016~~ 2019 Edition and the California Green Building Code, ~~2016~~ 2019 Edition, are reasonably necessary due to local conditions in the City of Bakersfield as indicated above; and therefore

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

## **SECTION 1.**

Chapter 15 of the Bakersfield Municipal Code is hereby amended to read as follows:

### **Chapter 15 BUILDINGS AND CONSTRUCTION CODE**

#### **I. BUILDINGS AND CONSTRUCTION CODE**

##### **Chapter 15.04 BUILDINGS AND CONSTRUCTION**

##### **Chapter 15.05 CALIFORNIA BUILDING CODE**

##### **Chapter 15.07 CALIFORNIA MECHANICAL CODE**

##### **Chapter 15.09 CALIFORNIA PLUMBING CODE**

##### **Chapter 15.11 CALIFORNIA ELECTRICAL CODE**

##### **Chapter 15.13 CALIFORNIA EXISTING CODE**

##### **Chapter 15.15 CALIFORNIA HISTORICAL BUILDING CODE**

##### **Chapter 15.17 CALIFORNIA RESIDENTIAL CODE**

##### **Chapter 15.19 CALIFORNIA GREEN BUILDING CODE**

##### **Chapter 15.20 UNIFORM HOUSING CODE**

##### **Chapter 15.24 UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS**

##### **Chapter 15.36 UNIFORM SIGN CODE**

##### **Chapter 15.38 WATER METERS**

##### **Chapter 15.40 EARTHQUAKE HAZARD REDUCTION IN EXISTING UNREINFORCED MASONRY BEARING WALL BUILDINGS**

##### **Chapter 15.41 SEISMIC SAFETY ADMINISTRATION OF UNREINFORCED MASONRY BUILDINGS**



**Chapter 15.42 DEWELLING UNIT LOCATION IDENTIFICATION IN MULTIPLE DWELLING  
UNITY COMPLEXES**

**Chapter 15.44 MOVED BUILDINGS**

**Chapter 15.50 PAY TOILETS**

**Chapter 15.52 HOUSE NUMBERS**

**Chapter 15.54 HANDICAPPED ACCESS APPEALS BOARD**

**SECTION 2.**

Chapter 15.04 of the Bakersfield Municipal Code is hereby amended to read as follows:

**Chapter 15.04 BUILDINGS AND CONSTRUCTION CODE**

**15.04.010 Findings designated.**

The City Council does expressly find and determine that the changes and modifications to the ~~2016~~ 2019 Editions of the California Codes, as adopted by the ordinance codified in this title pursuant to Sections 17922, 17958 and 17958.5 of the Health and Safety Code, contained in this title are reasonably necessary because of local conditions.

**SECTION 3.**

Chapter 15.05 is hereby amended to the Bakersfield Municipal Code as follows:

**Chapter 15.05 CALIFORNIA BUILDING CODE**

**15.05.010 Adoption**

**15.05.020 Deletions.**

**15.05.030 Modifications.**

**15.05.040 Chapter I Division II Section 104—Duties and Powers of Building Official.**

**15.05.050 Chapter 1 Division II Section 109—Fees.**

**15.05.060 Section 903.2 amended – Automatic Sprinkler System; where required.**

**15.05.070 Section 1612.A.6 added—Geological or flood hazards**

**15.05.080 Section 1705—Concrete Construction Required Verification and Inspection.**

**15.05.090 Section 1704.6 Structural Observations.**

**15.05.100 Section 1807 Foundation Walls, Retaining Walls and Embedded Posts and Poles**

**15.05.110 Section 1809 Shallow Foundations**

**15.05.120 Section 1810 Deep Foundations**

**15.05.130 Section 1905 Modifications to ACI 318**

**15.05.140 Reserved**

**15.05.150 Reserved**

**15.05.160 Section 2304 General Construction Requirements**

**15.05.170 Appendix J Grading.**

### **15.05.010 Adoption.**

Except as provided in this chapter, that certain building code known and designated as the California Building Code, ~~2016~~ 2019 Edition including Chapter 1 Division II, Appendix I, and J, which code was based on the ~~2015~~ 2018 International Building Code as published by the International Code Council and, a copy of which is on file in the building department of the city for use and examination by the public, and each portion and provision thereof, is adopted by reference as modified and amended in this chapter and is declared to be the building code of the city for the purpose of regulating the erection, construction, enlargement, alteration, repair, moving, removal, demolition, conversion, occupancy, use, height and maintenance of all structures and certain equipment therein specifically regulated within the incorporated limits of issuance of permits and the collection of fees thereof.

### **15.05.020 Deletions.**

The following sections, tables and chapters of the California Building Code, ~~2016~~ 2019 Edition, or appendix thereto, are not adopted as part of the ordinance codified in this chapter and are deleted:

Section 113 — Board of Appeals

Appendix A – Employee Qualification

Appendix B – Board of Appeals

Appendix C – Group U: Agricultural Building

Appendix D – Fire District

Appendix F – Rodentproofing

Appendix G – Flood Resistance Construction

Appendix H – Signs

Appendix K – Group R-3 and Group R-3.1 Occupancies Protected by the Facilities of the Central Valley Flood Protection Plan.

Appendix L -- Earthquake Recording Instrumentation

Appendix M – Tsunami-Generated Flood Hazard

### **15.05.030 Modifications.**

The sections of the California Building Code, Volumes 1 and 2, ~~2016~~ 2019 Edition, Appendix J mentioned in Sections 15.05.040 through 15.05.170 of this chapter, as adopted by reference, are amended as provided in Sections 15.05.040 through 15.05.170 of this chapter.

#### **15.05.040 Section 104— Duties and Powers of Building Official.**

Subsection ~~104.2.12~~ 104.12 Added—Dust abatement. Subsection 104.12 is added to read as follows:

Dust abatement shall comply with current standards as set forth by the San Joaquin Valley Air Pollution Control District.

The Building Official shall have the authority to require any reasonable means, including the use of water, to prevent dust or other particles from polluting the air and to prevent or abate any nuisance caused by the performance of any of the building or work authorized by this code. Any person engaged in the doing or causing such building or work to be done shall, by the use of water or other means approved by the building official, prevent dust or other particles from polluting the air or becoming a nuisance.

#### **15.05.050 Section 109—Fees.**

Subsection 109.2 is amended to read as follows:

All plan check and permit fees shall be assessed in accordance with the Master Fee Schedule adopted by the City.

Subsection 109.6 is amended to read as follows:

**109.6 Refunds.** All requests for refunds shall be made in writing by the applicant and shall include the reason for termination of the project. Refunds will be processed as follows:

1. Prior to any plan checking or other work being done by the Department.
  - a. Refund of fees paid, including plan check fees, but less a processing fee and any fees required by the State of California that have not been submitted to the State (i.e. Strong Motion Instrumentation or CBSC fee).
2. After plan check by the Department has started, but prior to the start of construction.

- a. Refunds of fees paid, less all plan check fees and less a processing fee and any fees required by the State of California that have not been submitted to the State (i.e. Strong Motion Instrumentation or CBSC fee).
- b. The approved plans and job card must be returned to the Department prior to issuing the refund.

No refund will be issued for a permit that has expired or where construction has commenced.

#### **15.05.060 Section 903.2 amended – Automatic Sprinkler System; where required.**

Subsection 903.2 Where required. ~~For the purpose of this code, where the condition of “the fire area exceeds 12,000 square feet (1115 m<sup>2</sup>)” appears within Section 902.2 et seq. of this code, it shall be amended to read “The fire area exceeds 10,000 square feet (892 m<sup>2</sup>).”~~ For the purpose of this code, where the condition of “The fire area exceeds twelve thousand square feet (1115 m<sup>2</sup>)” appears within Section 903.2 et seq., of this code, it shall be amended to read “The fire area exceeds ten thousand square feet (892 m<sup>2</sup>) including, but not limited to B occupancies.

#### **15.05.070 Section 1612.6 added—Geological or flood hazards.**

Section 1612.6 is added to read as follows:

**Section 1612.6 Geological or Flood Hazards.** If in the opinion of the Building Director a structure to be used for human habitation or occupancy is proposed to be located such that it would be subject to geological or flood hazards or mud slide, to the extent that it would endanger human life or safety, a permit to construct shall be denied, unless corrective work satisfactory to the Building Director can be done to eliminate or sufficiently reduce the hazard. No structures shall be permitted where prohibited under the City flood plain Management Ordinance.

The Building Director, in formulating his opinion as to the extent of the hazard, may take into consideration such data as is available from federal, state and local agencies having information and knowledge relative to such hazardous conditions. He may require applicants to furnish geological and/or engineering studies, reports and recommendations prepared by a registered geologist and/or civil engineer for corrective work, sufficient to establish the safety of the proposed structure, including a statement verifying all corrective work was performed.

#### **15.05.080 Section 1705 — Required Verification and Inspection.**

Subsection 1705.3 is amended to read as follows:

**1705.3 Concrete Construction.** The special inspections and verifications for concrete construction shall be as required by this section and Table 1705.3. Exceptions: Special inspection shall not be required for:

1. Isolated spread concrete footings of buildings three stories or less above grade plane that are fully supported on earth or rock, where the structural design of the footing is based on a specified compressive strength,  $f'_c$ , no greater than 2,500 pounds per square inch (psi) (17.2 Mpa).
2. Continuous concrete footings supporting walls of buildings three stories or less in height that are fully supported on earth or rock where:
  - 2.1. The footings support walls of light-frame construction;
  - 2.2. The footings are designed in accordance with Table 1809.7; or
  - 2.3. The structural design of the footing is based on a specified compressive strength,  $f'_c$ , no greater than 2,500 pounds per square inch (psi) (17.2 Mpa), regardless of the compressive strength specified in the construction documents or used in the footing construction.
3. Nonstructural concrete slabs supported directly on the ground, including prestressed slabs on grade, where the effective prestress in the concrete is less than 150 psi (1.03 Mpa).
4. Concrete patios, driveways and sidewalks, on grade.

#### **15.05.090 Section 1704.6 amended – Structural Observations.**

Subsection 1704.6 is amended to read as follows:

**1704.6 Structural Observations.** Where required by the provisions of Section 1704.6.1 or 1704.6.2, the owner shall employ a structural observer to perform structural observations as defined in Section 1702. Structural observation does not include or waive the responsibility for inspection in Section 110 or the special inspections in Section 1705 or other sections of this code.

The structural observer shall be one of the following individuals:

1. The registered design professional responsible for the structural design,  
or
2. A registered design professional qualified to do required observation and familiar with the design of the structural.



Prior to the commencement of observations, the structural observer shall submit to the building official a written statement identifying the frequency and extent of structural observations.

The owner or owner's representative shall coordinate and call a preconstruction meeting between the structural observer, contractors, affected subcontractors and special inspectors. The structural observer shall preside over the meeting. The purpose of the meeting shall be to identify the major structural elements and connections that affect the vertical and lateral load resisting systems of the structure and to review scheduling of the required observations. A record of the meeting shall be included in the report submitted to the building official.

Observed deficiencies shall be reported in writing to the owner or owner's representative, special inspector, contractor and the building official. Upon the form prescribed by the building official, the structural observer shall submit to the building official a written statement at each significant construction stage stating that the site visits have been made and identifying any reported deficiencies which, to the best of the structural observer's knowledge, have not been resolved. A final report by the structural observer which states that all observed deficiencies have been resolved is required before acceptance of the work by the building official.

#### **15.05.100 Section 1807 amended – Foundation Walls, Retaining Walls and Embedded Posts and Poles.**

Subsection 1807.1.4 is amended to read as follows:

**1807.1.4 Permanent wood foundation systems.** Permanent wood foundation systems shall be designed and installed in accordance with AWC PWF. Lumber and plywood shall be treated in accordance with AWPA U1 (Commodity Specification A, Use Category 4B and Section 5.2) and shall be identified in accordance with Section 2303.1.9.1. Permanent wood foundation systems shall not be used for structures assigned to Seismic Design Category D, E or F.

Subsection 1807.1.6 is amended to read as follows:

**1807.1.6 Prescriptive design of concrete and masonry foundation walls.** Concrete and masonry foundation walls that are laterally supported at the top and bottom shall be permitted to be designed and constructed in accordance with this section. Prescriptive design of foundation walls shall not be used for structures assigned to Seismic Design Category D, E or F.

Footnotes for Table 1809.7 Prescriptive Footings Supporting Walls of Light-Frame Constructions is amended to read as follows:

For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm

- (a). Depth of footings shall be in accordance with Section 1809.4.
- (b). The ground under the floor shall be permitted to be excavated to the elevation of the top of the footing.
- (c). See Section 1905 for additional requirements for concrete footings of structures assigned to Seismic Design Category C, D, E or F.
- (d). For thickness of foundation walls, see Section 1807.1.6.
- (e). Footings shall be permitted to support a roof in addition to the stipulated number of floors. Footings supporting roof only shall be as required for supporting one floor.

#### **15.05.110 Section 1809 amended – Shallow Foundations.**

Subsection 1809.12 is amended to read as follows:

**1809.12 Timber footings.** Timber footings shall be permitted for buildings of Type V construction and as otherwise approved by the building official. Such footings shall be treated in accordance with AWPA U1 (Commodity Specification A, Use Category 4B). Treated timbers are not required where placed entirely below permanent water level, or where used as capping for wood piles that project above the water level over submerged or marsh lands. The compressive stresses perpendicular to grain in untreated timber footing supported upon treated piles shall not exceed 70 percent of the allowable stresses for the species and grade of timber as specified in the AF&PA NDS. Timber footings shall not be used in structures assigned to Seismic Design Category D, E or F.

#### **15.05.120 Section 1810 amended – Deep Foundations.**

Subsection 1810.3.2.4 is amended to read as follows:

**1810.3.2.4 Timber.** Timber deep foundation elements shall be designed as piles or poles in accordance with AF&PA NDS. Round timber elements shall conform to ASTM D 25. Sawn timber elements shall conform to DOC PS-20. Timber shall not be used in structures assigned to Seismic Design Category D, E or F.

#### **15.05.130 Section 1905 amended – Modifications to ACI 318.**

Subsection 1905.1.7 is amended to read as follows:

1905.1.7 ACI 318, Section 14.1.4. Delete ACI 318, Section 14.1.4, and replace with the following:

14.1.4 — Plain concrete in structures assigned to Seismic Design Category C, D, E or F.

14.1.4.1 — Structures assigned to Seismic Design Category C, D, E or F shall not have elements of structural plain concrete, except as follows:

(a) Concrete used for fill with a minimum cement content of two (2) sacks of Portland cement per cubic yard.

(b) Isolated footings of plain concrete supporting pedestals or columns are permitted, provided the projection of the footing beyond the face of the supported member does not exceed the footing thickness.

(c) Plain concrete footings supporting walls are permitted provided the footings have at least two continuous longitudinal reinforcing bars. Bars shall not be smaller than No. 4 and shall have a total area of not less than 0.002 times the gross cross-sectional area of the footing. A minimum of one bar shall be provided at the top and bottom of the footing. Continuity of reinforcement shall be provided at corners and intersections. All concrete floor slabs poured on earth, for buildings of group R occupancies, including garage floor slabs, shall be reinforced with a welded wire fabric of 6 x 6-10/10 minimum weight or approved equal.

Exceptions: In detached one- and two-family dwellings three stories or less in height and constructed with stud-bearing walls, plain concrete footings with at least two continuous longitudinal reinforcing bars not smaller than No. 4 are permitted to have a total area of less than 0.002 times the cross cross-sectional area of the footing.

#### **15.05.160 Section 2304 amended – General Construction Requirements.**

Subsection 2304.12.5 is amended to read as follows:

2304.12.5 Wood used in retaining walls and cribs. Wood installed in retaining or crib walls shall be preservative treated in accordance with AWPA U1 (Commodity Specifications A or F) for soil and fresh water use. Wood shall not be used in retaining or crib walls for structures assigned to Seismic Design Category D, E or F.

Subsection 2308.6.8.1 is amended to read as follows:

**2308.6.8.1 Braced wall line support.** Braced wall lines shall be supported by continuous foundations.

Exception: For structures with a maximum plan dimension not over 50 feet (15240 mm), continuous foundations are required at exterior walls only for structures not assigned to Seismic Design Category D, E or F.

#### **15.05.170 Appendix J Grading.**

Section J101 of Appendix Chapter J of Title 24 of the California Building Code is amended to read as follows:

**SECTION J101.1—Scope.** This appendix sets forth rules and regulations to control excavation and grading including fills or embankments, and the control of grading site runoff, including erosion sediments and construction-related pollutants.

These regulations establish minimum standards and are not intended to prevent the use of alternate materials, methods or means of conforming to such standards, provided such alternate has been approved. The Building Official shall approve such an alternate provided he or she finds that the alternate is, for the purpose intended, at least the equivalent of that prescribed in this Code in quality, strength, effectiveness, durability and safety. The Building Official shall require that sufficient evidence or proof be submitted to substantiate any claims regarding the alternate.

**J101.2 Flood hazard areas.** The provisions of this chapter shall not apply to grading, excavation and earthwork construction, including fills and embankments, in the floodways within flood hazard areas established in Section 1612.3 or in flood hazard areas where design flood elevations are specified but floodways have not been designated, unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed work will not result in any increase in the level of the base flood.

**J101.3 General.** Whenever the Building Official determines that any existing excavation or embankment or fill on private property has become a hazard to life and limb, or endangers property, or adversely affects the safety, use or stability of a public way or drainage channel, the owner of the property upon which the excavation or fill is located, or other person or agent in control of said property, upon receipt of notice in writing from the Building Official, shall within the period specified therein repair or eliminate such excavation or embankment to eliminate the hazard and to be in conformance with the requirements of this Code.

**J101.4 Safety Precautions.** If at any stage of the work the Building Official determines that previously approved grading is likely to endanger any public or private property or result in the deposition of debris on any public way or interfere with any existing drainage course, the Building Official may order the work stopped by notice in writing served on any persons engaged in doing or causing such work to be done, and any such person shall forthwith stop such work. The Building Official may authorize the work to proceed if the Building Official finds adequate safety precautions can be taken or corrective measures incorporated in the work to avoid the likelihood of such danger, deposition or interference. If the grading work as done has created or resulted in a hazardous condition, the Building Official shall give written notice requiring correction.

**J101.5 Protection of Utilities.** The permittee shall be responsible for the prevention of damage to any public utilities or services.

**J101.6 Protection of Adjacent Property.** The permittee is responsible for the prevention of damage to adjacent property and no person shall excavate on land sufficiently close to the property line to endanger any adjoining public street, sidewalk, alley, or other public or private property without supporting and protecting such property from settling, cracking or other damage which might result. Special precautions approved by the Building Official shall be made to prevent imported or exported materials from being deposited on the adjacent public way and/or drainage courses.

**J101.7 Storm Water Control Measures.** The permittee shall put into effect and maintain all precautionary measures necessary to protect adjacent water courses and public or private property from damage by erosion, flooding, and deposition of mud, debris, and construction-related pollutants originating from the site during grading and related construction activities.

**J101.8 Maintenance of Protective Devices and Rodent Control.** The owner of any property on which grading has been performed pursuant to a permit issued under the provisions of this Code, or any other person or agent in control of such property, shall maintain in good condition and repair all drainage structures and other protective devices and burrowing rodent control, when they are shown on the grading plans filed with the application for grading permit and approved as a condition precedent to the issuance of such permit.

Section J102 Appendix Chapter J of Title 24 of the California Building Code is amended to include:

BEDROCK is the solid, undisturbed rock in place either at the ground surface or beneath superficial deposits of alluvium, colluviums and/or soil.



BEST MANAGEMENT PRACTICE (BMP) is a storm water pollution mitigation measure which is required to be employed in order to comply with the requirements of the NPDES permit issued to the City of Bakersfield/ Kern County.

DESILTING BASINS are physical structures, constructed for the removal of sediments from surface water runoff.

ENGINEERING GEOLOGIST shall mean a person holding a valid certificate of registration as a geologist in the specialty of engineering geology issued by the State of California under the applicable provisions of the Geologist and Geophysicist Act of the Business and Professions Code.

GEOTECHNICAL HAZARD is an adverse condition due to landslide, settlement, and/or slippage. These hazards include loose debris, slope wash, and the potential for mud flows from natural or graded slopes.

LANDSCAPE ARCHITECT shall mean a person who holds a certificate to practice landscape architecture in the State of California under the applicable landscape architecture provisions of the Business and Professions Code.

LINE shall refer to horizontal location of the ground surface.

NATURAL GRADE is the vertical location of the ground surface prior to any excavation or fill.

PRIVATE SEWAGE DISPOSAL SYSTEM is a septic tank with effluent discharging into a subsurface disposal field, into one or more seepage pits or into a combination of subsurface disposal field and seepage pit or of such other facilities.

STORM DRAIN SYSTEM is a conveyance or system of conveyances, including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches and man-made channels, designed or used for collecting or conveying storm water.

STORM WATER POLLUTION PREVENTION PLAN is a site drawing with details, notes, and related documents that identify the measures taken by the permit tee to (1) control erosion and prevent sediment and construction-related pollutants from being carried offsite by storm water, and (2) prevent nonstormwater discharges from entering the storm drain system.

SURFACE DRAINAGE shall refer to flows over the ground surface.

SOIL TESTING AGENCY is an agency regularly engaged in the testing of soils and rock under the direction of a civil engineer experienced in soil testing. Appendix J103.2 Exemptions is amended to read as follows:

**J103.2 Exemptions.** A grading permit shall not be required for the following:

1. Excavation for construction of a structure permitted under this code.
2. Cemetery graves.
3. Refuse disposal sites controlled by other regulations.
4. Excavation for wells, or trenches for utilities.
5. Mining, quarrying, excavating, processing or stockpiling rock, sand, gravel, aggregate or clay controlled by other regulations, provided such operations do not affect the lateral support of, or significantly increase stresses in, soil on adjoining properties.
6. Exploratory excavations performed under the direction of a registered design professional. This shall not exempt grading of access roads or pads created for exploratory excavations.

Exemption from the permit requirements of this appendix shall not be deemed to grand authorization for any work to be done in any manner in violation of the provisions of this code any other laws or ordinances of this jurisdiction.

Subsections J103.3-J103.8 of Appendix J of Title 24 of the California Building Code are added to read as follows:

**J103.3 Conditions of Approval.** In granting any permit under this Code, the Building Official may include such conditions as may be reasonably necessary to prevent creation of a nuisance or hazard to public or private property. Such conditions may include, but shall not be limited to:

1. Improvement of any existing grading to bring it up to the standards of this Code.
2. Requirements for fencing of excavations or fills which would otherwise be hazardous.

**J103.4 Land Use.** The Building Official shall not issue a grading permit for work on a site unless the proposed land use for the site shown on the grading plan application complies with the provisions of Title 17, entitled "Zoning," of the Bakersfield Municipal Code.

**J103.5 Plan Review Fees.** When a plan or other data are required to be submitted, a plan review fee shall be paid at the time of submitting plans and specifications for review. Said plan review fee shall be as set forth in Appendix 1, Section 108 of this Code. Separate plan review fees shall apply to retaining walls or major drainage structures as required elsewhere in this Code.

**J103.6 Grading Permit Fees.** A fee for each grading permit shall be paid to the Building Official as set forth in Appendix 1, Section 108 of this Code. Separate permits and fees shall apply to retaining walls or major drainage structures as required elsewhere in this Code. There shall be no separate charge for standard terrace drains and similar facilities.

**J103.7 Site Review.** When the Building Official finds that a visual inspection of the site is necessary to establish drainage requirements for the protection of property, existing buildings or the proposed construction, a site inspection shall be made during plan check of grading plans. The fee for such inspection shall be as set forth in Appendix 1, Section 108 of this Code.

**J103.8 Un-permitted Grading.** A person shall not own, use, occupy or maintain any site containing unpermitted grading. For the purposes of this Code, unpermitted grading shall be defined as any grading that was performed, at any point in time, without the required permit(s) having first been obtained from the Building Official.

Appendix Section J104.1 is amended by adding second paragraph to read as follows:

Application, plans and Specifications. The application for approval shall be in the form of a preliminary report indicating grading work to be done. When required by the Building Official, each application for approval shall be accompanied by ~~four (4)~~ three (3) sets of plans and specifications and supporting data consisting of a soil engineering report and engineering geology report. The plans and specifications shall be prepared and signed by a civil engineer.

**J104.2 Site plan requirements.** In addition to the provisions of Appendix 1, Section 106 of this code, a grading plan shall show the existing grade, and finished grade in contour intervals of sufficient clarity to indicate the nature and extent of the work and show in detail it complies with the requirements of this code. The plans shall show the existing grade on adjoining properties in sufficient detail (min 20') to identify how grade changes will conform to the requirements of this code.

Appendix Section J104.2 is amended by adding second and third paragraph to read as follows:

Each drainage and grading plan submitted to city for approval shall conform to adopted city standards approved by the city engineer and to those contained in Chapter 16 for subdivisions.

Channelized storm waters shall be continuously maintained within approved concrete gutter until terminated at an approved drainage facility.

The Building Official may, after acceptance and approval of a civil engineers report, waive or modify any requirement of this Chapter if he determines the modification or waiver will provide for the public safety and will not violate good construction practices.

Subsection J104.3 of Appendix Chapter J of Title 24 of the California Building Code is amended to read as follows:

**J104.3 Soils Report.** A soils report prepared by registered design professionals shall be provided which shall identify the nature and distribution of existing soils; conclusions and recommendations for grading procedures; soil design criteria for any structures or embankments required to accomplish the proposed grading opinion on adequacy for the intended use of sites to be developed by the proposed grading as affected by soils engineering factors; and, where necessary, slope stability studies, and recommendations and conclusions regarding site geology. All reports shall be subject to review by the Building Official. Supplemental reports and data may be required as the Building Official may deem necessary. Recommendations included in the reports and approved by the Building Official shall be incorporated in the grading plan or specifications.

The Building Director of the City of Bakersfield shall not approve any building permit on any lot within any new subdivision until the final grading report as required has been submitted to, and accepted by Building Director. For tract developments a Final Soils Report shall cover the entire phase of the map. Model homes may be treated individually.

Exception: A soils report is not required where the building official determines that the nature of the work applied for is such that a report is not necessary.

Subsection J104.5 of Appendix Chapter J of Title 24 of the California Building Code is added and reads as follows:

**J104.5 Engineering Geology Report.** The engineering geology report required by Section J104.1 shall include an adequate description of the geology of the site, conclusions and recommendations regarding the effect of geologic conditions on the proposed development, and opinion on the adequacy for the intended use of sites to be developed by the proposed grading, as affected by

geologic factors. The engineering geology report shall include a geologic map and cross sections utilizing the proposed grading plan as a base. All reports shall be subject to review by the Building Official. Supplemental reports and data may be required as the Building Official may deem necessary. Recommendations included in the reports and approved by the Building Official shall be incorporated in the grading plan or specifications.

Subsection J104.6 of Appendix J of Title 24 of the California Building Code is added to read as follows:

#### **J104.6 Grading Plan Requirements.**

The plans shall include the following information:

1. General vicinity map of the proposed site.
2. Property limits and accurate contours of existing ground and details of terrain and area drainage, including area within 25 feet (7920 mm) outside of proposed boundary lines.
3. Limiting dimensions, elevations or finished contours to be achieved by the grading, and proposed drainage channels and related construction.
4. Detailed plans of all surface and subsurface drainage devices, walls, cribbing, dams and other protective devices to be constructed with, or as a part of, the proposed work, together with a map showing the drainage area and the estimated runoff of the area served by any drains.
5. Location of any buildings, structures or other features on the property where the work is to be performed and the location of any buildings, structures or other features on land of adjacent owners that are within 15 feet (4752 mm) of the property or that may be affected by the proposed grading operations.
6. Recommendations included in the soils engineering report and the engineering geology report shall be incorporated in the grading plans or specifications. When approved by the building official, specific recommendations contained in the soils engineering report and the engineering geology reports, which are applicable to grading, may be included by reference.
7. The dates of the soils engineering and engineering geology reports together with the names, addresses, and phone numbers of the firms or individuals who prepared the reports.
8. A statement of the quantities of material to be excavated and/or filled and the amount of such material to be imported to, or exported from the site.



9. A statement of the estimated starting and completion dates for work covered by the permit.

10. A statement signed by the owner acknowledging that a field engineer, soils engineer and engineering geologist, when appropriate, will be employed to perform the services required by this Code, whenever approval of the plans and issuance of the permit are to be based on the condition that such professional persons are so employed. These acknowledgments shall be on a form furnished by the Building Official.

11. Storm water provisions are required to be shown on the plan in accordance with the requirement of Section 8.34.060 of the Bakersfield Municipal Code.

A drainage plan for that portion of a lot or parcel to be utilized as a building site (building pad), including elevations of floors with respect to finish site grade and locations of proposed stoops, slabs and fences that may affect drainage.

12. Termination of consultants. The permittee shall notify the City Building Official within forty eight hours any changes to the project civil and/or soils engineer.

13. Plans shall label all property lines and easement lines, including their respective bearings and distances.

14. Plans to show all existing and abandon wells with dimension from two property lines.

15. An approved method of proper abandonment of any feature shall be clearly detailed on plans.

16. Sufficient cross sections at all adjacent adjoining property lines to show adequate approved method of construction and disposal of drainage waters.

17. Plans shall specify all storm water conduits: locations, material types, lengths, sizes, slopes, gradients, invert elevations, minimum earth cover and approved detail method of construction.

18. The plans shall contain a statement that the design engineer shall exercise sufficient supervisory control during grading and construction to insure compliance with the plans, soils report, specifications, and codes within his preview.

19. Plans shall have a cover sheet which shall contain the following information:

- a. Title.
- b. Sheet index.
- c. Scope of work.
- d. Project address, including street number and street name.
- e. Assessor's parcel number.
- f. Legal description of property.
- g. Basis of bearing.
- h. Benchmark used including specifying location, elevation and any identifying features.
- i. Vicinity map indicating the project location.
- j. Amount of gross acreage within the project boundary areas.
- k. City Planning Department's Site Plan Review number for the project.
- l. Civil engineer firm's contact information including, engineer's name, firm's name, address and phone number.
- m. Geotechnical firm's contact information including, engineer's name, firm's name, address and phone number.
- n. Reference to preliminary soils report including name of firm prepared by and date of report.
- o. Property owner's contact information including, owner's name, address and phone number.
- p. Grading contractor firm's contact information including, contractor's name, firm's name, address and phone number.
- q. All sheets of plans shall be reference with a North arrow and scale. All maps and details shall be to a legible recognized standard scale.
- r. Overall project plan to scale. Provide a key map clearly depicting all division match/phase lines and indicating all reference sheet locations.
- s. Legend of all abbreviations, symbols, lines, and miscellaneous terms used.
- t. Indicate quantities of earth to be moved in cubic yards for every: cut (excavation), fill, import and export. Plans to state the shrinkage factor, compaction factor, amount of over excavation, and analysis of method quantities derived.
- u. Location including off-site construction detail plans and property owner's approval of borrow site for any imported materials.
- v. Location including off-site construction detail plans and property owner's approval of fill site for any exported materials.
- w. Specify all the codes and standards used for design conformance.

- x. All grading notations necessary for proper construction and as required by geotechnical soils report, codes and other design standards.
- y. Dust control mitigation measures pursuant to Air Pollution Control District requirements.
- z. All mitigation measures notations, including but not limited to: approved method of debris removal, air quality impact, biological resources, cultural resources, and contaminated soil removal measures.

Subsections J105.3-J105.6 of Appendix J of Title 24 of the California Building Code are added to read as follows:

**J105.3 Site Inspections.** The Building Official shall inspect the project at the following stages of work requiring approval to determine that adequate control is being exercised by the professional consultants:

Initial. When the site has been cleared of vegetation and unapproved fill and it has been scarified, benched or otherwise prepared for fill. No fill shall have been placed prior to this inspection.

Rough. When approximate final elevations have been established; drainage terraces, swales and other drainage devices necessary for the protection of the building site from flooding are installed; beams installed at the top of the slopes; and the statements required by Section J105.5 have been received.

Final. When grading has been completed; all drainage devices necessary to drain the building pad are installed; slope planting established, irrigation systems installed; and the as-graded plans and required statements and reports have been submitted.

Supplemental Inspections. In addition to the called inspections specified above, the Building Official may make such other inspections as may be deemed necessary to determine that the work is being performed in conformance with the requirements of this Code. Investigations and reports by an approved soil testing agency, soils engineer and/or engineering geologist may be required.

**J105.4 Non-inspected Grading.** No person shall own, use, occupy or maintain any non-inspected grading. For the purposes of this Code, non-inspected grading shall be defined as any grading for which a grading permit was first obtained, pursuant to Section J103, supra, but which has progressed beyond any point requiring inspection and approval by the Building Official without such inspection and approval having been obtained.

**J105.5 Final Reports.** Upon completion of the rough grading work and at the final completion of the work, the following reports and drawings and supplements there to are required for engineered grading or when professional inspection is performed for regular grading, as applicable.

1. An as-built grading plan prepared by the civil engineer retained to provide such services in accordance with Section J104 showing original ground surface elevations, as-graded ground surface elevations, lot drainage patterns, and the locations and elevations of surface drainage facilities and of the outlets of subsurface drains. As-constructed locations, elevations and details of subsurface drains shall be shown as reported by the soils engineer.

Civil engineers shall state that to the best of their knowledge the work within their area of responsibility was done in accordance with the final approved grading plan.

2. A report prepared by the soils engineer retained to provide such services in accordance with Section J104, including locations and elevations of field density tests, summaries of field and laboratory tests, other substantiating data, and comments on any changes made during grading and their effect on the recommendations made in the approved soils engineering investigation report. Soils engineers shall submit a statement that, to the best of their knowledge, the work within their area of responsibilities is in accordance with the approved soils engineering report and applicable provisions of this chapter.

3. A report prepared by the engineering geologist retained to provide such services in accordance with Section J104, including a final description of the geology of the site and any new information disclosed during the grading and the effect of same on recommendations incorporated in the approved grading plan. Engineering geologists shall submit a statement that, to the best of their knowledge, the work within their area of responsibility is in accordance with the approved engineering geologist report and applicable provisions of this chapter.

4. The grading contactor shall submit in a form prescribed by the building official a statement of conformance to said as-built plan and the specifications.

**J105.6 Notification of Completion.** The permittee shall notify the building official when the grading operations are ready for final inspection. Final approval shall not be given until all work, including installation of all drainage facilities and their protective devices, and all erosion-control measures have been completed in accordance with the final approved grading plan, and the required reports have been submitted.

Subsection J106.1 of Appendix Chapter J of Title 24 of the California Building Code is amended to read as follows:

**J106.1 Maximum Slope.** The slope of cut surfaces shall be no steeper than is safe for the intended use and shall be no steeper than 1 unit vertical in 2 units horizontal (50% slope) unless the ~~permit fee~~ permittee furnishes a soils engineering or an engineering geology report, or both, stating that the site has been investigated and giving an opinion that a cut at a steeper slope will be stable and not create a hazard to public or private property.

Subsection J107.4 of Appendix Chapter J of Title 24 of the California Building Code is amended to read as follows:

**J107.4 Fill Material.** Detrimental amounts of organic material shall not be permitted in fills. Except as permitted by the Building Official, no rock or similar irreducible material with a maximum dimension greater than 12 inches (305 mm) shall be buried or placed in fills.

Exception: The Building Official may permit placement of larger rock when the soils engineer properly devises a method of placement, and continuously inspects its placement and approves the fill stability. The following conditions shall also apply:

1. Prior to issuance of the grading permit, potential rock disposal areas shall be delineated on the grading plan.
2. Rock sizes greater than 12 inches (305 mm) in maximum dimension shall be 10 feet (3048 mm) or more below grade, measured vertically.
3. Rocks shall be placed so as to assure filling of all voids with well-graded soil.
4. The reports submitted by the soils engineer shall acknowledge the placement of the oversized material and whether the work was performed in accordance with the engineer's recommendations and the approved plans.
5. The location of oversized rock dispersal areas shall be shown on the as-built plan.

Subsections J107.7-J107.11 of Appendix Chapter J of Title 24 California Building Code are added to read as follows:

**J107.7 Compaction.** Fills shall be compacted throughout their full extent to a minimum relative compaction of 90 percent of maximum dry density. Fill slopes steeper than two horizontal to one vertical shall be constructed by the placement of soil a sufficient distance beyond the proposed finish slope to allow compaction equipment to operate at the outer surface limits of the final slope



surface. The excess fill is to be removed prior to completion or rough grading. Other construction procedures may be utilized when it is first shown to the satisfaction of the Building Official that the angle of slope, construction method and other factors will accomplish the intent of this Section.

**J107.8 Slopes to Receive Fill.** Where fill is to be placed above the top of an existing slope steeper than three horizontal to one vertical, the toe of the fill shall be set back from the top edge of the slope a minimum distance of 6 feet (1829 mm) measured horizontally or such other distance as may be specifically recommended by a soil engineer or engineering geologist and approved by the Building Official.

**J107.9 Inspection of Fill.** For engineered grading, the soils engineer shall provide sufficient inspections during the preparation of the natural ground and the placement and compaction of the fill to be satisfied that the work is being performed in accordance with the conditions of plan approval and the appropriate requirements of this Chapter. In addition to the above, the soils engineer shall be present during the entire fill placement and compaction of fills that will exceed a vertical height or depth of 30 feet (9144 mm) or result in a slope surface steeper than two horizontal to one vertical.

**J107.10 Testing of Fills.** Sufficient tests of the fill soils shall be made to determine the density thereof and to verify compliance of the soil properties with the design requirements, including soil types and shear strengths in accordance with the standards established by the Building Official.

**J107.11 Temporary storage of stockpiles.** No temporary stockpile of earth will be allowed except pursuant to a grading permit issued after the City Building Official has found that such storage would not constitute a hazard to life or property, or become a public nuisance or health menace.

Temporary stockpiles approved by the issuance of a grading permit shall be removed from the site within a period of time not to exceed six months from the time of the issuance of the permit, unless otherwise approved by the City Building Official or unless the fill is graded and compacted under the authority granted by a subsequent or amended grading permit.

Such stockpiles shall be placed so as not to interfere with any drainage ways or access routes.

The stockpile location shall not create a nuisance from blowing dust, and shall be contour graded if in a highly visible area.

Subsection 109.1 of Appendix Chapter J of Title 24 of the California Building Code is amended to read as follows:

**J109.1 General.** Unless otherwise indicated on the approved grading plan, drainage facilities and terracing shall conform to the provisions of this section for cut or fill slopes steeper than 1 unit vertical in 3 units horizontal (33.3% slope). For slopes not steeper than 3 horizontal to 1 vertical, the Building Official may require drainage and terrace design to be submitted.

Subsection J109.2 of Appendix Chapter J of Title 24 of the California Building Code is amended to read as follows:

**J109.2 Drainage Terrace.** Terraces at least 6 feet (2438 mm) in width shall be established at not more than 32-foot (7620 mm) vertical intervals on all cut or fill slopes to control surface drainage and debris except that where only one terrace is required, it shall be at midheight. For cut or fill slopes greater than 100 feet (30,480 mm) in vertical height, one terrace at approximately midheight shall be 20 feet (6096 mm) in width. Terrace widths and spacing for cut and fill slopes greater than 120 feet (36,576 mm) in height shall be designed by the civil engineer and approved by the Building Official. Suitable access shall be provided to permit proper cleaning and maintenance.

Drainage terraces shall have a longitudinal grade of not less than 5 percent or more than 12 percent and a minimum depth of 1 foot (305 mm) at the flow line. There shall be no reduction in grade along the direction of flow unless the velocity of flow is such that slope debris will remain in suspension on the reduced grade. Such terraces must be paved with reinforced concrete not less than 3 inches (76 mm) in thickness, reinforced with 6-inch (152 mm) by 6-inch (152 mm) No. 10 by No. 10 welded wire fabric or equivalent reinforcing centered in the concrete slab. They shall have a minimum depth at the deepest point of 1 foot (305 mm) and a minimum paved width of 5 feet (1524 mm). Drainage terraces exceeding 8 feet (2438 mm) in width need only be so paved for a width of 8 feet (2438 mm) provided such pavement provides a paved channel at least 1 foot (305 mm) in depth. Down drains or drainage outlets shall be provided at approximately 300-foot (91.44 m) intervals along the drainage terrace or at equivalent locations. Down drains and drainage outlets shall be of approved materials and of adequate capacity to convey the intercepted waters to the point of disposal as defined in section J109.3.

Subsection J109.4 of Appendix Chapter J of Title 24 of the California Building Code is amended to read as follows:

**J109.4 Disposal.** All drainage facilities shall be designed to carry waters to the nearest practicable street, storm drain, or natural watercourse approved by the Building Official or other appropriate governmental agency as a safe place to deposit such waters. Erosion of ground in the area of discharge shall be prevented by installation of non-erosive down drains or other devices. Desilting basins, filter barriers or other methods, as approved by the Building Official, shall be utilized to remove sediments from surface waters before such waters are

allowed to enter streets, storm drains or natural watercourses. If the drainage device discharges onto natural ground, riprap or similar energy dissipaters may be required.

Building pads shall have a drainage gradient of 2 percent toward a public street or drainage structure approved to receive storm waters. A lesser slope may be approved by the Building Official for sites graded in relatively flat terrain, or where special drainage provisions are made, when the Building Official finds such modification will not result in unfavorable drainage conditions.

Subsections J109.5-J109.8 of Appendix Chapter J of Title 24 of the California Building Code are added to read as follows:

**J109.5 Retention/Detention Basins and Storm Water Conveyance Systems.**

California registered Architect, Civil or Structural Engineer shall provide hydraulic calculations and the Public Works Department shall approve all on-site storm water conveyance systems and retention /detention basins and shall be constructed in accordance with City of Bakersfield Public Works Department Standards.

Exceptions:

1. Shallow sumps may be constructed with the approval of the Building Official. Shallow sumps shall be designed such that the maximum depth of water does not exceed 18 inches, are in a turf area and are not to be used for storage, parking or other use that may affect the percolation ability of the sump. The grading around the shallow sump shall be designed such that any overflow waters from the sump shall be retained onsite or onto public right of way.
2. Storm water minimum on-site residential conduit size is 4-inch interior diameter. Storm water minimum on-site non-residential conduit size is 6-inch interior diameter.
3. Cleanouts and manholes on-site shall be spaced pursuant to 2010 California Plumbing Code section 719.

Drywells are not a permitted on-site drainage system.

Storm water conveyance systems shall not pass under or through structures or building foundations.

Storm water conveyance systems, other than approved retention/detention basins, shall be design to drain completely with no standing water remaining in system.

Appropriate recorded legal easements shall be obtained for all storm water conveyance systems that traverse onto adjacent property or direct any storm drainage waters onto adjacent property.

**J109.6 Home Owners Association Maintain Drainage.** Where drainage is conveyed on slopes of lots that are channelized to flow across multiple property lines, a home owners association (HOA) is required to maintain the slopes and subsequent drainage facilities. Channels are required to be directly accessible from the private or public right of way. All accessible paths shall be a minimum 6 foot in width. HOA documents shall be reviewed and approved by the Building Official.

**J109.7 Preparation of Ground.** Except where recommended by the soils engineer or engineering geologist as not being necessary, sub drains shall be provided under all fills placed in natural drainage courses and in other locations where seepage is evident. Such sub drainage systems shall be of a material and design approved by the soils engineer and acceptable to the Building Official. The permit tee shall provide continuous inspection during the process of sub drain installation to conform to approved plans and engineering geologist's and soils engineer's recommendation. Such inspection shall be done by the soil testing agency. The location of the sub drains shall be shown on a plan by the soils engineer. Excavations for the sub drains shall be inspected by the engineering geologist when such sub drains are included in the recommendations of the engineering geologist.

**J109.8 Pavement and Aggregate Base.** Asphalt or concrete pavement and aggregate base material types and depths shall be design pursuant to the site Geotechnical Report values and the minimum anticipated traffic loading, shall not be less the minimum requirements as set forth by the City of Bakersfield Public Works Department Standards, and shall be approved by the Public Works Department.

On-site asphalt concrete pavement shall not be less than 2 inches over at least 3 inches of approved aggregate base. Asphalt concrete pavement shall have a minimum drainage gradient of not less than 1.0%.

On-site Portland concrete pavement shall not be less than 4 inches. Portland concrete pavement shall have a minimum drainage gradient of not less than 0.2%.

Concentrated water flow shall be continuously maintained entirely within the boundary edges of concrete gutters as determined by hydraulic analysis. On-site concrete valley gutters shall be minimum 4 feet wide.

Pedestrian walkways and parking spaces designated for the disable shall be designed to prohibit any concentrate flow of water. Appropriate recorded legal easements shall be obtained for all paths of access from a public way that traverse onto adjacent properties. Van accessible disable parking and

unloading area and 8 feet behind shall have a maximum slope gradient of 4.0% in any direction, including valley gutters.

Subsection J110.1 of Appendix Chapter J of Title 24 of the California Building Code is amended to read as follows:

**J110.1 General.** The faces of cut and fill slopes shall be prepared and maintained to control erosion. This control shall be permitted to consist of effective planting. This control may consist of effective planting, erosion control blankets, soil stabilizers or other means as approved by the Building Official.

Exception: Erosion control measures need not be provided on cut slopes not subject to erosion due to the erosion-resistant character of the materials. Erosion control for the slopes shall be installed as soon as practicable and prior to calling for final inspection.

Subsections J110.3-J110.6 are added to Appendix Chapter J of Title 24 of the California Building Code to read as follows:

**J110.3 Planting.** The surface of all cut slopes more than 5 feet (1524 mm) in height and fill slopes more than 3 feet (914 mm) in height shall be protected against damage by erosion by planting with grass or ground cover plants. Slopes exceeding 15 feet (4572 mm) in vertical height shall also be planted with shrubs, spaced at not to exceed 10 feet (3048 mm) on centers; or trees, spaced at not to exceed 20 feet (6096 mm) on centers; or a combination of shrubs and trees at equivalent spacing's, in addition to the grass or ground cover plants. The plants selected and planting methods used shall be suitable for the soil and climatic conditions of the site.

Plant material shall be selected which will produce a coverage of permanent planting effectively controlling erosion. Consideration shall be given to deep-rooted plant material needing limited watering, maintenance, high root to shoot ratio, wind susceptibility and fire-retardant characteristics. All plant materials must be approved by the Building Official.

**J110.4 Irrigation.** Slopes required to be planted by Section J110.3 shall be provided with an approved system of irrigation that is designed to cover all portions of the slope. Irrigation system plans shall be submitted and approved prior to installation. A functional test of the system may be required.

For slopes less than 20 feet (6096 mm) in vertical height, hose bibs to permit hand watering will be acceptable if such hose bibs are installed at conveniently accessible locations where a hose no longer than 50 feet (15,240 mm) is necessary for irrigation.



The requirements for permanent irrigation systems may be modified upon specific recommendation of a landscape architect or equivalent authority that, because of the type of plants selected, the planting methods used and the soil and climatic conditions at the site and irrigation will not be necessary for the maintenance of the slope planting.

**J110.5 Plans and Specifications.** Planting and irrigation plans shall be submitted for slopes required to be planted and irrigated by sections J110.3 and J110.4 Except as waived by the Building Official for minor grading, the plans for slopes 20 feet (6096 mm) or more in vertical height shall be prepared and signed by a civil engineer or landscape architect.

**J110.6 Release of Security.** The planting and irrigation systems required by this section shall be installed as soon as practical after rough grading. Prior to final approval of grading and before the release of the grading security, the planting shall be well established and growing on the slopes.

Section J111 is amended by adding second paragraph to Appendix Chapter J of Title 24 of the California Building Code to read as follows:

ASTM D 1557, Laboratory Characteristics Compaction of Soil Using Modified Effort

ASTM D 1556, Density and Unit Weight of Soils In Place by the Sand Cone Method

ASTM D 2167, Density and Unit Weight of Soils In Place by the Rubber--Balloon Method

ASTM D 2937, Density of Soils in Place by the Drive--Cylinder Method

ASTM D 2922, Density of Soil and Soil Aggregate In Place by Nuclear Methods

ASTM D 3017, Water Content of Soil and Rock in Place by Nuclear Methods

Section J112 of Appendix Chapter J of Title 24 of the California Building Code is added to read as follows:

## **SECTION J112 - SECURITY**

**J112.1 Security.** A permit shall not be issued for grading involving more than 1,000 cubic yards (764.6 m<sup>3</sup>) unless the owner posts with the Building Official a security in one of the following forms:

1. A bond furnished by a corporate surety authorized to do business in this state.
2. A cash deposit.
3. An instrument of credit from a financial institution subject to regulation by the State or Federal government and pledging that the funds

necessary to carry out the grading are on deposit and guaranteed for payment, or a letter of credit issued by such a financial institution.

Where unusual conditions or special hazards exist, the Building Official may require security for grading involving less than 1,000 cubic yards (764.6 m<sup>3</sup>). Security required by this Section may include incidental off-site grading on property contiguous with the site to be developed, provided written consent of the owner of such contiguous property is filed with the Building Official.

The Building Official may waive the requirements for a security for:

1. Grading being done by or for a governmental agency.
2. Grading on a site, not exceeding a slope of three horizontal to one vertical, provided such grading will not affect drainage from or to adjacent properties.
3. Filling of holes or depressions provided such grading will not affect the drainage from or to adjacent properties.

**J112.2 Amount of Security.** The amount of security shall be based on the number of cubic yards of material in excavation or fill, whichever is greater, plus the cost of all drainage or other protective devices or work necessary to eliminate geotechnical hazards. That portion of the security valuation based on the volume of material in either excavation or fill shall be computed as set forth as follows:

- 100,000 cubic yards or less--50 percent of the estimated cost of grading work.
- Over 100,000 cubic yards--50 percent of the cost of the first 100,000 cubic yards plus 25 percent of the estimated cost of that portion in excess of 100,000 cubic yards.
- When the rough grading has been completed in conformance with the requirements of this Code, the Building Official may at his or her discretion consent to a proportionate reduction of the security to an amount estimated to be adequate to ensure completion of the grading work, site development or planting remaining to be performed. The costs referred to in this section shall be as estimated by the Building Official.

**J112.3 Conditions.** All security shall include the conditions that the principal shall:

1. Comply with all of the provisions of this Code, applicable laws, and ordinances;
2. Comply with all of the terms and conditions of the grading permit;
3. Complete all of the work authorized by the permit.

**J112.4 Term of Security.** The term of each security shall begin upon the filing thereof with the Building Official and the security shall remain in effect until the work authorized by the grading permit is completed and approved by the Building Official.

**J112.5 Default Procedures.** In the event the owner or the owner's agent shall fail to complete the work or fail to comply with all terms and conditions of the grading permit, it shall be deemed a default has occurred. The Building Official shall give notice thereof to the principal and security or financial institution on the grading permit security, or to the owner in the case of a cash deposit or assignment, and may order the work required to complete the grading in conformance with the requirements of this Code be performed. The surety or financial institution executing the security shall continue to be firmly bound under an obligation up to the full amount of the security, for the payment of all necessary costs and expenses that may be incurred by the Building Official in causing any and all such required work to be done. In the case of a cash deposit or assignment, the unused portion of such deposit or funds assigned shall be returned or reassigned to the person making said deposit or assignment.

**J112.6 Right of Entry.** The Building Official or the authorized representative of the Surety Company or financial institution shall have access to the premises described in the permit for the purpose of inspecting the work.

In the event of default in the performance of any term or condition of the permit, the surety or financial institution or the Building Official, or any person employed or engaged in the behalf of any of these parties, shall have the right to go upon the premises to perform the required work.

The owner or any other person who interferes with or obstructs the ingress to or egress from any such premises, of any authorized representative of the surety or financial institution or of the City of Bakersfield engaged in the correction or completion of the work for which a grading permit has been issued, after a default has occurred in the performance of the terms or conditions thereof, is guilty of a misdemeanor.

Section J113 is added to Appendix Chapter J of Title 24 of the California Building Code to read as follows:

## **SECTION J113 — NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) COMPLIANCE**

**J113.1 General.** All grading plans and permits shall comply with the provisions of this section for NPDES compliance.

**J113.2 Storm Water Pollution Prevention Plan (SWPPP).** No grading permit shall be issued unless the plans for such work include a Storm Water Pollution Prevention Plan with details of best management practices, including desilting basins or other temporary drainage or control measures, or both, as may be necessary to control construction-related pollutants which originate from the site as a result of construction related activities.

All best management practices shall be installed before grading begins. As grading progresses, all best management practices shall be maintained in good working order to the satisfaction of the Building Official unless final grading approval has been granted by the Building Official and all permanent drainage and erosion control systems, if required, are in place.

**J113.3 Wet Weather Erosion Control Plans (WWECP).** In addition to the SWPPP required in section J113.2 where a grading permit is issued and it appears that the grading will not be completed prior to November 1, then on or before October 1 the owner of the site on which the grading is being performed shall file or cause to be filed with the Building Official a WWECP which includes specific best management practices to minimize the transport of sediment and protect public and private property from the effects of erosion, flooding or the deposition of mud, debris or construction related pollutants. The best management practices shown on the WWECP shall be installed on or before October 15. The plans shall be revised annually or as required by the Building Official to reflect the current site conditions.

The WWECP shall be accompanied by an application for plan checking services and plan-checking fees equal in amount to 10 percent of the original grading permit fee.

**J113.4 Storm Water Pollution Prevention Plan, Effect of Noncompliance.** Should the owner fail to install the best management practices required by Sections J113.2 and J113.3 or submit the wet weather erosion control plans required by Section J113 by the dates specified therein, it shall be deemed that a default has occurred under the conditions of the grading permit security. Thereupon, the Building Official may enter the property for the purpose of installing, by City forces or by other means, the drainage, erosion control and other devices shown on the approved plans, or if there are no approved plans, as the Building Official may deem necessary to protect adjoining property from the effects of erosion, flooding, or the deposition of mud, debris or constructed related pollutants, or the Building Official may cause the owner to be prosecuted as a violator of this Code or may take both actions. The Building Official shall have the authority to collect the penalties imposed by this section upon determining that the site is non-compliant. Payment of penalty shall not relieve any persons from fully complying with the requirements of this Code in the execution of the work.

The following penalties shall be imposed:

1. If a designed wet weather erosion control plan is not submitted as prescribed in Section J113:

Grading Permit Volume	Penalty
1--10,000 cubic yards (1--7645.5 m3)	\$50.00 per day
10,001--100,000 cubic yards (7646.3--76455 m3)	\$250.00 per day
More than 100,000 cubic yards (76455 m3)	\$500.00 per day

2. If the best management practices for storm water pollution prevention and wet weather erosion control are not installed as prescribed in Section J113.2, J113.3 and approved by the Building Official:

Grading Permit Volume	Penalty
1--10,000 cubic yards (1--7645.5 m3)	\$100.00 per day
10,001--100,000 cubic yards (7646.3--76455 m3)	\$250.00 per day
More than 100,000 cubic yards (76455 m3)	\$500.00 per day

NOTE: See Section J105 for inspection request requirements.

## SECTION 4.

Chapter 15.07 is hereby added to the Bakersfield Municipal Code as follows:

### **Chapter 15.07 CALIFORNIA MECHANICAL CODE**

#### **Chapter 15.07.010 Adoption**

#### **Chapter 15.07.020 Deletions**

#### **Chapter 15.07.030 Modifications**

#### **Chapter 15.07.040 Section 303.7 amended—LPG appliances**

#### **Chapter 15.07.050 Section 508.4 507.2 amended—Clearances for Type I hood**

#### **~~Chapter 15.07.060 Section 912.0 amended—Dampers~~**

#### **~~Chapter 15.07.070 Section 310.1 amended—Condensate disposal~~**

#### **15.07.010 Adoption.**

Except as provided in this chapter, that certain Mechanical Code known and designated as the California Mechanical Code, ~~2014~~ 2019 Edition including Appendixes as adopted by the State and Division II Administration sections 101.0-107.0 is adopted by reference as modified and amended in this chapter and is declared to be the Mechanical Code of the City for the purpose stated therein.

#### **15.07.020 Deletions.**

The following section of the California Mechanical Code is not adopted as part of this chapter and is deleted:

Section 107.0 Board of Appeals.

#### **15.07.030 Modifications.**

The sections of the California Mechanical Code mentioned in Sections 15.07.040 through 15.07.070 are amended to read as set forth in this chapter.

#### **15.07.040 Section 303.7 amended—LPG appliances.**

Equipment burning liquefied petroleum gas (LPG) or liquid fuel shall not be located in a pit, attic, an underfloor space, below grade or similar location where vapors or fuel might unsafely collect unless an approved method for the safe collection, removal and containment or disposal of the vapors or fuel is approved.

#### **15.07.050 Section 507.2 amended—Clearances for Type I hood.**

Section 507.2 is amended by adding a second paragraph to read as follows:

Stainless steel wall shield below hood shall maintain 3 inches from protected combustibles.

#### **~~15.07.060 Section 912.0 amended—Dampers.~~**

~~Section 912.0 is amended by adding a second paragraph to read as follows:~~



~~Fireplaces installed with gas into the firebox shall have one of the following alterations to the damper: Three one inch diameter holes installed in damper or 1/2 inch stop welded onto damper edge, or remove damper with approval of manufacturer.~~

**~~15.07.070 Section 310.1 amended—Condensate disposal.~~**

~~Section 310.1 is amended by adding a second paragraph to read as follows:~~

~~All condensate drains installed in or on commercial structures shall be of metallic pipe and fittings. Condensate drains installed outside residential units shall be metallic pipe when over four (4) feet in developed length. Condensate drains entering residential units shall be installed in ABS, PVC, DWV, or metallic pipe installed in accordance to California Plumbing Code installation standards.~~

## **SECTION 5.**

Chapter 15.09 is hereby added to the Bakersfield Municipal Code as follows:

**Chapter 15.09 CALIFORNIA PLUMBING CODE**

**Chapter 15.09.010 Adoption**

**Chapter 15.09.020 Deletions**

**Chapter 15.09.030 Modifications**

**Chapter 15.09.030 Section 508.3 added - Water heater floor support.**

**Chapter 15.09.040 Section 609.3.1 amended - Installation, inspection and testing**

**~~Chapter 15.09.050 Section 609.4 – Testing~~**

**Chapter 15.09.060 Section 713.4 amended - Sewer required**

**Chapter 15.09.070 Section 1211.3.2 amended – Fuel Gas Piping**

**15.09.010 Adoption.**

Except as provided in this chapter, that certain Plumbing

Code known and designated as California Plumbing Code 2014 2019 Edition including Appendixes as adopted by the State and Division II Administration section's 101.0.-103.1 is adopted by reference as modified and amended in this chapter and is declared to be the Plumbing Code of the City for the purpose stated therein.

**15.07.020 Deletions.**

The following section of the California Plumbing Code is not adopted as part of this chapter and is deleted:

Section 102.3 - Board of Appeals

### **15.09.030 Modifications.**

The sections of the California Plumbing Code, 2016 Edition, mentioned in Sections 15.09.040 through 15.09.080 of this chapter, as adopted by reference are modified and amended as provided in Sections 15.09.040 through 15.09.080 of this chapter.

### **15.09.040 Section 504.3.1 added—Water heater floor support.**

Add a new paragraph to read:

All gas fired water heaters installed on combustible construction shall have floor under water heater made of non-combustible material approved by the Administrative Authority.

### **15.09.050 Section 609.3 amended—Installation, inspection and testing.**

Section 609.3 is amended to read as follows:

609.3 No water piping shall be installed within a concrete slab or in the ground under a concrete slab of a building.

Exceptions:

1. If required by structural conditions, water piping may be installed in chases, sleeves or ducts with the prior approval of the administrative authority. All piping shall be chased, sleeved or ducted the entire length within a concrete slab or in the ground under a concrete slab of a building. Chases, sleeves or ducts shall extend six (6) inches above grade at both ends.
2. Water piping for swimming pools and/or spas.

### **~~15.09.060 Section 609.4—Testing.~~**

~~Recirculating water for swimming pools shall be constructed and installed under the same standards and requirements as potable water piping.~~

### **15.09.070 Section 713.4 amended—Sewer required.**

Sections 713.4 is amended to read as follows:

713.4 The public sewer may be considered as not being available when such public sewer or any building or any exterior drainage facility connected thereto, is located more than one thousand feet from the nearest property line of any proposed building or exterior drainage facility on any lot or premises which abuts and is served by such public sewer. All permitted septic systems shall meet the requirements of the adopted Kern County Onsite Wastewater Local Area Management Plan (LAMP) and obtain a separate permit from Kern County Environmental Health.

Exceptions:

1. If the property to be served by the public sewer is residential and consists of four residential living units or less, the one thousand foot requirement referenced in the previous paragraph may be reduced to two hundred feet.
2. The requirements to connect to public sewer may be waived or modified for residential living units consisting of four residential units or less by the building official when strict compliance may cause extreme hardship in accordance with the Kern County LAMP.
3. There is no requirement to hook up to the public sewer upon annexation and thereafter for existing residences of four units or less and where site conditions allow for septic systems to function in accordance with the Kern County LAMP.

#### **15.09.080 Section 422.2 (3) Separate Facilities**

Section 422.2 (3) is amended to read as follows:

(3) In Business and Mercantile occupancies with a total floor area of 2000 square feet or less one toilet facility designed for the use by no more than one person at a time shall satisfy the requirement for serving customers and employees of both sexes.

### **SECTION 6.**

Chapter 15.11 is hereby amended to the Bakersfield Municipal Code as follows:

#### **Chapter 15.11 CALIFORNIA ELECTRICAL CODE**

##### **Chapter 15.11.010 Adoption**

##### **~~Chapter 15.11.020 Deletions~~**

##### **~~Chapter 15.11.030 Modifications~~**

##### **~~Chapter 15.11.040 Section 80.19(A)(3) added—Application~~**

##### **~~Chapter 15.11.050 Section 80.19(C) amended—Issuance of Permits~~**

##### **~~Chapter 15.11.060 Section 80.19(F)(3) amended—Inspections and approvals~~**

## **~~Chapter 15.11.070 Section 80.25(E) amended –Disconnection~~**

### **15.11.010 Adoption.**

Except as otherwise provided in this chapter, that certain electrical code known and designated as the California Electrical Code, ~~2016~~ 2019 Edition including Informative Annex H is adopted as modified pursuant to this chapter. A copy of such code is on file with the building department of the city for use and examination by the public, are adopted as the electrical code of the city, and each provision and portion thereof, except as otherwise in this chapter provided, is referred to and made a part of this chapter to the same effect as if fully set forth in this chapter.

### **~~15.11.020 Deletions~~**

~~—— The following section of the California Electrical Code is not adopted as part of this chapter and is deleted:~~

~~Section 80.15 Electrical Board of Informative Annex H  
Sections 80.23(B)(2) and (B)(3) of Informative Annex H~~

~~Sections 80.25(C) Notification, and (D) Other Territories of Informative Annex H~~

### **15.11.030 Modifications**

~~—— The sections of the California Electric Code, 2016 Edition, mentioned in Sections 15.11.040 through 15.11.070 of this chapter, as adopted by reference are modified and amended as provided in Sections 15.11.040 through 15.11.??? of this chapter~~

### **15.11.040 Section 80.19(A)(3) added– Application.**

~~—— Section 80.19 of Informative Annex H is amended by adding Section 80.19(A)(3) to read as follows:~~

~~—— (3) Applicant. An application for an electrical permit may be filed (made) by any one of the following:~~

~~—— (a) Qualified Installer. A qualified installer is a person, firm or corporation holding a valid Contractor's License to perform such work in this jurisdiction; or~~

~~—— (b) Homeowners. The building official may issue to an individual a homeowner's permit authorizing said individual to install, alter, change or repair any electrical wiring, devices, appliances, apparatus or equipment in, on or about a single family dwelling of which said individual is owner and in which he resides or intends to reside, but not elsewhere, provided that electrical work authorized under any such homeowner's permit shall be done personally by the owner. If the electrical work performed under the homeowner's permit does not comply with the requirements of this code and if the corrections are not made as required by the Building Department, then the deficiencies shall be corrected by a State licensed electrical contractor under a separate permit.~~

~~—— (c) Emergency Work. Emergency electrical work for the protection of persons or property shall have a permit obtained within one business day of commencing such work.~~

#### **15.11.050 Section 80.19(C) amended – Issuance of Permits.**

~~—— Section 80.19(C) (1) & (2) of Informative Annex H is amended to read as follows:~~

~~—— (c) Issuance of Permits. The authority having jurisdiction shall be authorized to establish and issue permits, certificates, notices, and approvals, or orders pertaining to electrical safety hazards pursuant to 80.23, except that no permit shall be required to execute the electrical work specified in the following:~~

~~—— 1) Listed cord and plug connected temporary decorative lighting.~~

~~—— 2) Reinstallation of attachment plug receptacles and general use snap switches but not the outlets therefore.~~

~~—— 3) Replacement of branch circuit overcurrent devices of the required capacity in the same location.~~

~~—— 4) Repair or replacement of non-emergency luminaires of 50 pounds or less.~~

#### **15.11.060 Section 80.19(F)(3) amended – Inspections and approvals.**

~~—— Section 80.19(F)(3) of Informative Annex H is amended to read as follows:~~

~~—— (3) When any portion of the electrical installation within the jurisdiction of an Electrical Inspector is to be hidden from view by the permanent placement of parts of the building, the person, firm, or corporation installing the equipment shall notify the Electrical Inspector, and such equipment shall not be concealed until it has been approved by the Electrical Inspector, provided that on large installations, where the concealment of equipment proceeds continuously, the person, firm, or corporation installing the equipment shall give the Electrical~~

~~Inspector due notice in advance, and inspections shall be made periodically during the progress of the work.~~

#### **15.11.070 Section 80.25(E) amended –Disconnection**

~~Section 80.25(E) of Informative Annex H is amended to read as follows:~~

~~Where a connection is made to an installation that has not been inspected, as outlined in the preceding paragraphs of this section, the supplier of electricity shall immediately report such connection to the Chief Electrical Inspector. If, upon subsequent inspection, it is found that the installation is not in conformity with the provisions of Informative Annex H, the Chief Electrical Inspector shall notify the person, firm, or corporation making the installation to rectify the defects and, if such work is not completed within 10 business days, the authority having jurisdiction shall have the authority to cause the disconnection of that portion of the installation that is not in conformity.~~

### **SECTION 7.**

Chapter 15.13 is hereby added to the Bakersfield Municipal Code as follows:

#### **Chapter 15.13 CALIFORNIA EXISTING BUILDING CODE**

##### **Chapter 15.13.010 Adoption**

##### **15.13.010 Adoption.**

The ~~2016~~ 2019 California Existing Building Code based on the ~~2015~~ 2018 International Existing Code is adopted by reference and enacted as the existing building code of the city for the purpose stated therein.

### **SECTION 8.**

Chapter 15.15 is hereby added to the Bakersfield Municipal Code as follows:

#### **Chapter 15.15 CALIFORNIA HISTORICAL BUILDING CODE**

##### **Chapter 15.15.010 Adoption**

##### **15.15.010 Adoption.**

The ~~2016~~ California Historical Building is adopted by reference and enacted as the historical building code of the city for the purpose stated therein.

### **SECTION 9.**



Chapter 15.17 is hereby added to the Bakersfield Municipal Code as follows:

**Chapter 15.17 2010 CALIFORNIA RESIDENTIAL CODE**

**15.17.010 Adoption.**

**15.17.020 Deletions.**

**15.17.030 Modifications.**

**15.17.040 Section R108 amended -Fees.**

**15.17.050 Section R401 amended -General Foundations.**

**15.17.060 Section R403 amended - Footings**

**15.17.070 Section R404 amended - Foundation and Retaining Walls**

**15.17.080 Section R501 amended - Floors General**

**15.17.090 Section R503 amended - Floor Sheathing**

**15.17.100 Section R602 amended - Wood wall Framing**

**15.17.110 Section R606 amended - General Masonry Construction**

**15.17.120 Section R803 amended - Roof Sheating**

**Chapter 15.17.010 Adoption.**

Except as provided in this chapter, that certain building code known and designated as the California Residential Code, ~~2016~~ 2019 Edition including Chapter 1, Division II, and Appendix H, which code was based on the ~~2015~~ 2018 International Residential Code as published by the International Code Council and, a copy of which is on file in the building department of the city for use and examination by the public, and each portion and provision thereof, is adopted by reference as modified and amended in this chapter and is declared to be the residential building code of the city for the purpose of regulating the erection, construction, enlargement, alteration, repair, moving, removal, demolition, conversion, occupancy, use, height and maintenance of all residential structures and certain equipment therein specifically regulated within the incorporated limits of issuance of permits and the collection of fees thereof.

**15.17.020 Deletions.**

The following sections, tables and chapters of the California Residential Code, ~~2016~~ 2019 Edition, or appendix thereto, are not adopted as part of the ordinance codified in this chapter and are deleted:

Chapter 1 Division II, Section R112 — Board of Appeals

Appendix A – Sizing and Capacities of Gas Piping Reserved

Appendix B – Sizing of Venting Systems Serving Appliances Equipped With Draft Hoods, Category I Appliances and Appliances Listed for use with Type B Vents. Reserved

~~Appendix C – Exit Terminals of Mechanical Draft and Direct Vent Venting Systems~~ Reserved

~~Appendix D – Recommended Procedure for Safety Inspection of an Existing Appliance Installation.~~ Reserved

~~Appendix E – Manufactured Homes Used as Dwellings~~ Reserved

Appendix F – Radon Control Methods

~~Appendix G – Swimming Pools, Spas and Hot Tubs~~ Reserved

Appendix I – Private Sewage Disposal

Appendix J – Existing Buildings and Structures

Appendix K – Sound Transmission

Appendix L – Permit Fees

~~Appendix M – Home Day Care – R3 Occupancy~~ Reserved

~~Appendix N – Venting Methods~~ Reserved

Appendix O – Automatic Vehicular Gates

~~Appendix P – Sizing of Water Piping System~~ Reserved

~~Appendix Q – ICC International Residential Code Electrical Provisions/National Electrical Code Cross Reference.~~ Tiny Houses

### **15.17.030 Modifications.**

The sections of the California Residential Code ~~2016~~ 2019 Edition, Appendix H mentioned in Sections 15.17.040 through 15.17.120 of this chapter, as adopted by reference, are amended as provided in Sections 15.17.040 through 15.17.120 of this chapter.

### **15.17.040 Section R108 amended – Fees.**

Subsection R108.2 is amended to read as follows:

All plan check and permit fees shall be assessed in accordance with the Master Fee Schedule adopted by the City.

Subsection R108.5 is amended to read as follows:

**R108.5 Refunds.** See BMC 15.05.050 Section 109.6 Refunds

**15.17.050 Section R401 amended – General · Foundations.**

Second paragraph of subsection R401.1 is amended to read as follows:

Wood foundations in Seismic Design Category D<sub>0</sub>, D<sub>1</sub>, or D<sub>2</sub> shall not be permitted.

Exception: In non-occupied, single-story, detached storage sheds and similar uses other than carport or garage, provided the gross floor area does not exceed 240 square feet, the plate height does not exceed 12 feet in height above the grade plane at any point, and the maximum roof projection does not exceed 24 inches.

**15.17.060 Section R403 amended – Footings.**

Section R403.1.2 is amended to read as follows:

R403.1.2 Continuous footing in Seismic Design Categories D<sub>0</sub>, D<sub>1</sub> and D<sub>2</sub>. The braced wall panels at exterior walls of buildings located in Seismic Design Categories D<sub>0</sub>, D<sub>1</sub>, and D<sub>2</sub> shall be supported by continuous footings. All required interior braced wall panels in buildings shall be supported by continuous footings.

Second paragraph of Subsection R403.1.3 is added to read as follows:

All concrete floor slabs poured on earth, for buildings of group R occupancies, including garage floor slabs, shall be reinforced with a welded wire fabric of 6 x 6-10/10 minimum weight or an approved equal.

**15.17.070 Section 404 amended – Foundation and Retaining Walls.**

Subsection R404.2 is amended to read as follows:

**R404.2 Wood foundation walls.** Wood foundation walls shall be constructed in accordance with the provisions of Sections R404.2.1 through R404.2.6 and with the details shown in Figures R 403.1(2) and R403.2(3). Wood foundation walls shall not be used for structures located in Seismic Design Category D<sub>0</sub>, D<sub>1</sub> or D<sub>2</sub>.

**15.17.080 Section R501 amended – Floors · General.**

Subsection R501.1 is amended to read as follows:

**R501.1 Application.** The provision of this chapter shall control the design and construction of the floors for all buildings including the floors of attic spaces used to house mechanical or plumbing fixtures and equipment weighing less than 400 lbs.

#### **15.17.090 Section R503 amended – Floor Sheathing.**

Subsection R503.2.4 added to read as follows:

**R503.2.4 Openings in horizontal diaphragms.** Openings in horizontal diaphragms with a dimension perpendicular to the joist that is greater than 4 feet (1.2 m) shall be constructed in accordance Section 2308.11.3.3 of the California Building Code. Openings shall be further limited in accordance with Section R301.2.2.2.5.

#### **15.17.100 Section R602 amended – Wood Wall Framing.**

Exception to subsection R602.3.2 amended to read as follows:

Exception: In other than Seismic Design Category D<sub>0</sub>, D<sub>1</sub>, or D<sub>2</sub>. A single top plate may be installed in stud walls, provided the plate is adequately tied at joints, corners and intersecting walls by a minimum 3-inch-by-6-inch by a 0.036-inch-thick (76 mm by 152 mm by 0.914 mm) galvanized steel plate that is nailed to each wall or segment of wall by six 8d nails on each side, provided the rafters or joists are centered over the studs with a tolerance of no more than 1 inch (25 mm). The top plate may be omitted over lintels that are adequately tied to adjacent wall sections with steel plates or equivalent as previously described.

#### **15.17.110 Section R606 amended – General Masonry Construction.**

Subsection R606.2.4 amended to read as follows:

**R606.2.4 Parapet Walls.** Unreinforced solid masonry parapet walls shall not be less than 8 inches (203 mm) thick and their height shall not exceed four times their thickness. Unreinforced hollow unit masonry parapet walls shall not be less than 8 inches (203 mm) thick, and their height shall not exceed three times their thickness. Masonry parapet walls in areas subject to wind loads of 30 pounds per square foot (1.44 kPa) or located in Seismic Design Category D<sub>0</sub>, D<sub>1</sub> or D<sub>2</sub> or on townhouses in Seismic Design Category C shall be reinforced in accordance with section R606.12.

#### **15.17.120 Section R803 added – Roof Sheathing.**

Subsection R803.2.4 added to read as follows:

**R803.2.4 Openings in horizontal diaphragms.** Openings in horizontal diaphragms shall conform with Section R503.2.4.

## **SECTION 10.**

Chapter 15.19 is hereby added to the Bakersfield Municipal Code as follows:

### **Chapter 15.19. CALIFORNIA GREEN BUILDING STANDARDS CODE**

#### **15.19.010 Adoption**

#### **15.19.020 Modifications.**

#### **15.19.030 Definitions.**

#### **15.19.040 Section 5.106.4 amended – Bicycle Parking**

### **Chapter 15.19.010 Adoption**

#### **15.19.010 Adoption.**

The ~~2016~~ 2019 California Green Building Standards Code is adopted by reference and enacted as the California Green Code of the city for the purpose stated therein.

Except as provided in this chapter, that certain Green Building Standards Code known and designated as the California Green Building Standards Code, ~~2016~~ 2019 Edition including Appendix is adopted by reference as modified and amended in this chapter and is declared to be the Green Code of the City for the purpose stated therein.

#### **15.19.020 Modifications.**

The sections of the California Green Code mentioned in Sections 15.19.030 through 15.19.050 15.19.040 are amended to read as set forth in this chapter.

#### **15.19.030 Section 202 amended – Definitions.**

Section 202 amended by adding definition of Sustainability to read as follows:

**Sustainability.** Consideration of present development and construction impacts on the community, the economy, and the environment without compromising the needs of the future.

#### **15.19.040 Section 5.106.4 amended – Bicycle Parking**

Subsection 5.106.4 Bicycle Parking amended to read as follows:

**5.106.4 Bicycle Parking** For buildings within the authority of California Building Standards Commission as specified in Sections 103 and Multifamily dwellings, comply with Section 5.106.4.1. For buildings within the authority of the Division of the State Architect pursuant to Section 105, comply with Section 5.106.4.2.

### **SECTION 11.**

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, MAXWELL, WEIR, SMITH, HANSON, SULLIVAN, JOHNSON
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**

City of Bakersfield

APPROVED AS TO CONTENT:

**COMMUNITY DEVELOPMENT DEPARTMENT**

By: \_\_\_\_\_

**PHIL BURNS**

Interim Development Services Director

APPROVED AS TO FORM:

**VIRGINIA GENNARO**

City Attorney

By: \_\_\_\_\_

**Richard Iger**

Deputy City Attorney



# ADMINISTRATIVE REPORT

**MEETING DATE:** 9/25/2019

Consent – Ordinances d.

**TO:** Honorable Mayor and City Council

**FROM:** Virginia Gennaro, City Attorney

**DATE:** 9/12/2019

**WARD:**

**SUBJECT:** Adoption of an Ordinance amending Section 12.56.055 of the Bakersfield Municipal Code relating to Expulsion from City Facilities.  
**(FR 9/11/2019)**

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## STAFF RECOMMENDATION:

Staff recommends adoption of the ordinance.

## BACKGROUND:

At the direction of Councilmember Andrae Gonzales and the City Manager's Office, our office was asked to provide further clarification on BMC Section 12.56.055, relating to expulsion from city facilities.

This update clarifies what comprises city property and is consistent with current practices relating to using city amenities, equipment or facilities based upon their design and/or its intended use as determined reasonable under the circumstances.

On September 11, 2019, the Ordinance had First Reading; City Council approved without further comments.

## ATTACHMENTS:

Description	Type
Ordinance Amending Section 12.56.055	Ordinance

ORDINANCE NO. \_\_\_\_\_

**ORDINANCE AMENDING SECTION 12.56.055 OF THE  
BAKERSFIELD MUNICIPAL CODE RELATING TO EXPULSION  
FROM CITY FACILITIES.**

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

**SECTION 1.**

Section 12.56.055 of the Bakersfield Municipal Code is hereby amended to read as follows:

**12.56.055    Expulsion from city facilities.**

A.    In addition to the available penalties identified in Chapter 1.40, a city employee shall have the authority to expel an individual or group from any and all city amenities, equipment, or facilities, including city swimming pools if said individual or group disrupts the reasonable peace and enjoyment of others use, if said individual or group is a threat to the safety of others, if the actions of said individual or group is an unreasonable disruption, or if said individual or group is not using the city amenities, equipment, or facilities in accordance with its design and/or its intended use as determined reasonable under the circumstances.

B.    In addition to law enforcement, the director and/or assistant director, city employed pool managers, assistant pool managers, and head lifeguards shall have the authority to expel an individual or group from any and all city swimming pools if said individual or group disrupts the reasonable peace and enjoyment of others using the swimming pool, or, if said individual or group is a threat to the safety of others using the pool, or, if the actions of said individual or group is an unreasonable disruption of pool operations.

C.    There is no limit on the number of times or duration an individual or group may be expelled under this section.

**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.

-----oOo-----

**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, 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: \_\_\_\_\_  
**VIRIDIANA GALLARDO-KING**  
Deputy City Attorney

VGK:pd

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# ADMINISTRATIVE REPORT

**MEETING DATE:** 9/25/2019

Consent – Ordinances e.

**TO:** Honorable Mayor and City Council

**FROM:** Virginia Gennaro, City Attorney

**DATE:** 9/12/2019

**WARD:**

**SUBJECT:** Adoption of an Ordinance amending Sections 2.60.030 and 2.60.050 of the Bakersfield Municipal Code relating to the Bakersfield Youth Commission. **(FR 9/11/2019)**

---

## STAFF RECOMMENDATION:

Staff recommends adoption of the ordinance.

## BACKGROUND:

The Bakersfield Youth Commission was established to engage and empower local youth in having a voice on relevant issues pertaining to municipal policies, programs, and projects.

Currently, both the Bakersfield Municipal Code and the Bakersfield Youth Commission by-laws are silent as to when youth commissioner appointments take place. In an effort to provide consistency throughout all City commissions, City staff is requesting to add verbiage to the Bakersfield Municipal Code that specifically states the timeline of when youth commissioners get appointed, as well as when a chair and co-chair are elected.

Under the proposed ordinance, youth commissioner appointments and elections to chair and co-chair will be held during the month of August, when the school year begins, as this will ease the transition of youth commissioners whose terms expire and/or are leaving for college and the start of new youth commissioners.

On September 11, 2019, the Ordinance had First Reading; City Council approved without further comments.

## ATTACHMENTS:

Description	Type
Ordinance Amending Sections 2.60.030 and 2.60.050	Ordinance

**ORDINANCE NO. \_\_\_\_\_**

**ORDINANCE AMENDING SECTIONS 2.60.030 AND  
2.60.050 OF THE BAKERSFIELD MUNICIPAL CODE RELATING  
TO THE BAKERSFIELD YOUTH COMMISSION APPOINTMENT  
OF MEMBERS AND ALTERNATES AND TERM OF OFFICE.**

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

**SECTION 1.**

Sections 2.60.030 and 2.60.050 of the Bakersfield Municipal Code are hereby amended to read as follows:

**2.60.030 Appointment of members and alternates.**

The commission shall consist of eight members and eight alternates.

A. During the August meeting of the calendar year, each city councilmember and the mayor shall appoint two members to the commission; the mayor's appointments shall be from the city-atlarge. One appointment will be the voting member and the second appointment will be the alternate member.

B. Alternate members may only have voting rights in the event that the regular members are absent from a commission vote.

1. A majority shall constitute a quorum at any regular or special meeting of the commission. For this commission, a quorum is defined as five members.

2. Immediate family members of city councilmembers and mayor shall not be eligible for appointment.

C. If the voting member resigns, the alternate shall assume the position for the remainder of the term.

**2.60.050 Term of office.**

A. Members and alternates are appointed to a two-year term with the possibility of a one-year re-appointment.

B. Each city councilmember and the mayor have the discretion to extend or terminate the terms for their appointed members and alternatives.



C. During the August meeting of the calendar year, the commission shall elect a chair and co-chair among its appointed members for a term of one year.

D. Any member and alternate may be removed from the commission as a result of any of the following:

1. Continued absences from meetings or unexcused absences from three consecutive meetings. The city council may waive such removal for just cause;

2. By the city councilmember or mayor that appointed them.

### **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, 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: \_\_\_\_\_  
**VIRIDIANA GALLARDO-KING**  
Deputy City Attorney

VGK:pd

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# ADMINISTRATIVE REPORT

**MEETING DATE:** 9/25/2019

Consent – Resolutions f.

**TO:** Honorable Mayor and City Council

**FROM:** Phil Burns, Interim Development Services Director

**DATE:** 9/9/2019

**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 resolution.

## BACKGROUND:

Assessment hearing was held on September 9, 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	Backup Material
▣	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 September 9, 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.

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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:	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 March, July and August 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 August 16, 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 9th day of September 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. 172-091-08-00-2	3409 Anderson Street 19-1713	Hilltop Developers Inc 700 Milam Street Suite 2700 Houston, TX 77002	\$249	\$852	\$1,101	1
2. 172-102-37-00-5	3422 Anderson Street 19-1715	Hanumantha Patlola 1790 W Fern Avenue Redlands, CA 92373	\$249	\$852	\$1,101	1
3. 172-102-26-00-3	3616 Anderson Street 19-2617	Roy Childers 1115 Bank Street Bakersfield, CA 93304	\$281	\$852	\$1,133	1
4. 019-192-06-00-4	229 S Brown Street 19-2547	Ramon Hendrix 13310 Michaelangelo Drive Bakersfield, CA 93314	\$245	\$852	\$1,097	1
5. 018-180-10-00-1	904 E Brundage Lane 19-3101	Jerry Fox & Barbara Fox 904 E Brundage Lane Bakersfield, CA 93307	\$325	\$852	\$1,177	1
6. 018-180-09-00-9	910 E Brundage Lane 19-2912	Jerry Fox & Paul Davis PO Box 10671 Bakersfield, CA 93389	\$325	\$852	\$1,177	1
7. 018-390-10-00-2	120 Clifton Street 19-1456	Francisco Deluna 4500 Mesa Drive Bakersfield, CA 93306	\$322	\$852	\$1,174	1
8. 516-312-01-00-7	417 Ginger Snap Lane 19-2343	Carlos Mancilla & Silvia Mancilla 417 Ginger Snap Lane Bakersfield, CA 93307	\$200	\$852	\$1,052	1
9. 172-052-03-00-2	3512 Hale Street 19-2471	Eddie Ray 237 Haas Avenue Apt 131 San Leandro, CA 94577	\$200	\$852	\$1,052	1
10. 018-180-28-00-4	9 Kincaid Street 19-2913	Jerry Fox Jr 904 E Brundage Lane Bakersfield, CA 93307	\$277	\$852	\$1,129	1
11. 170-142-21-00-6	900 Melwood Street 19-1890	Ali Forouzanfar & Mary Jafari 11709 Marazion Hill Court Bakersfield, CA 93311	\$0	\$145	\$145	1
12. 169-050-10-00-4	107 S Milham Drive 18-1085	Phyllis A Johnson 107 S Milham Drive Bakersfield, CA 93307	\$0	\$420	\$420	1
13. 169-070-18-00-4	318 Ohio Drive 19-2132	Joe Estrada 318 Ohio Drive Bakersfield, CA 93307	\$2,089	\$852	\$2,941	1
14. 018-270-14-01-8	111 S Owens Street 19-2752	Dorothy Jones 115 S Owens Street Bakersfield, CA 93307	\$320	\$852	\$1,172	1
15. 018-122-11-00-0	1501 Ralston Street 19-2054	Jose Rodriguez 1501 Ralston Street Bakersfield, CA 93307	\$370	\$852	\$1,222	1
16. 172-123-24-00-0	3324 Shellmacher Avenue 19-1769	Earle Revocable Living Trust 4646 Wilson Road Suite 103 Bakersfield, CA 93309	\$300	\$852	\$1,152	1
17. 172-132-09-00-3	3615 Shellmacher Avenue 19-1778	Manuel Melendez 3615 Shellmacher Avenue Bakersfield, CA 93307	\$295	\$852	\$1,147	1

APN	PROPERTY ADDRESS	PROPERTY OWNER	COST TO DO WORK	ADMIN COST	TOTAL COST	WARD
18. 010-042-21-00-0	124 T Street 19-1446	Christina Nutt 8200 Stockdale Hwy Ste M10 Bakersfield, CA 93311	\$465	\$852	\$1,317	1
19. 139-322-14-00-9	210 Wood Street 19-2754	Olivia Behill 8604 Bridlewood Lane Bakersfield, CA 93311	\$554	\$852	\$1,406	1
20. 139-331-24-00-4	219 Wood Street 19-2516	Canyon Crest Prop Inc 4223 Glencoe Av #A220 Marina Del Rey, CA 90292	\$1,820	\$852	\$2,672	1
21. 139-270-17-00-0	324 E 4 <sup>th</sup> Street 19-1998	Manuel J Francisco 405 V Street Bakersfield, CA 93304	\$550	\$852	\$1,402	1
22. 012-310-10-00-6	239 Bernard Street 19-2658	Davis Family PTP 207 San Pedro Circle San Jose, CA 95110	\$0	\$420	\$420	2
23. 007-071-02-00-3	1116 C Street 19-515	Erla Coulston PO Box 10202 Bakersfield, CA 93389	\$0	\$420	\$420	2
24. 007-031-09-00-2	2825 California Avenue 19-2548	David Smith & Alene Smith 7713 Canfield Court Bakersfield, CA 93308	\$629	\$852	\$1,481	2
25. 001-122-14-00-7	2615 Drake Street 19-1820	Trisha Brown 2615 Drake Street Bakersfield, CA 93301	\$0	\$420	\$420	2
26. 015-420-03-00-9	1413 Lake Street 19-2021	Janis Long 26247 Clear Creek Keene, CA 93531	\$296	\$852	\$1,148	2
27. 007-194-07-00-4	1920 Maple Avenue 19-1785	Clarice Ann Conard & William Conard 10100 Single Oak Drive Bakersfield, CA 93311	\$680	\$852	\$1,532	2
28. 013-270-08-00-7	724 Oregon Street 19-3149	Minerva Bonilla Villegas 724 Oregon Street Bakersfield, CA 93305	\$535	\$852	\$1,387	2
29. 015-080-05-00-7	1019 Pacific Street 19-1636	Hanumantha Patlola 1790 W Fern Avenue Redlands, CA 92373	\$420	\$852	\$1,272	2
30. 020-110-25-00-1	820 Real Road 19-1525	Bakfld Recreation Center LLC 7100 Arlington Avenue Riverside, CA 92663	\$0	\$420	\$420	2
31. 008-283-11-00-1	2207 Verde Street 19-1983	Mary Peterson 740 Butler Road Bakersfield, CA 93304	\$235	\$852	\$1,087	2
32. 008-343-03-00-5	1815 1 <sup>st</sup> Street 19-1991	Ann Marie Lashley & Phillip W Lashley 469 Crabapple Lane Dahlonga, GA 30533	\$980	\$852	\$1,832	2
33. 003-342-02-00-0	2205 20 <sup>th</sup> Street 19-1792	Harolyn Johnson PO Box 9724 Bakersfield, CA 93389	\$845	\$852	\$1,697	2
34. 435-061-05-00-0	7012 Autumn Ridge Drive 19-2590	Encanto 64 LLC 5401 S Business Park Suite 220 Bakersfield, CA 93309	\$0	\$145	\$145	3
35. 383-152-22-00-4	3212 Blade Avenue 19-2493	Probate Prop Invs LLC 3212 Blade Avenue Bakersfield, CA 93306	\$0	\$145	\$145	3

APN	PROPERTY ADDRESS	PROPERTY OWNER	COST TO DO WORK	ADMIN COST	TOTAL COST	WARD
36. 130-161-15-00-6	2688 Oswell Street 19-2323	Samy Shemsi 2688 Oswell Street Bakersfield, CA 93306	\$345	\$852	\$1,197	3
37. 021-041-13-00-0	912 Stanford Court 19-2426	Stephanie Gonzalez 912 Stanford Court Bakersfield, CA 93305	\$760	\$1,611	\$2,371	3
38. 021-041-06-00-0	935 University Avenue 19-1758	Dorothy Mendez 935 University Avenue Bakersfield, CA 93305	\$0	\$145	\$145	3
39. 382-173-21-00-7	3804 University Avenue 19-2659	Madaline Payha 3318 Monterey Street Bakersfield, CA 93306	\$144	\$1,611	\$1,755	3
40. 528-123-11-00-5	12221 Verdelho Avenue 19-1640	Jacob Meanley 12221 Verdelho Avenue Bakersfield, CA 93312	\$0	\$420	\$420	4
41. 450-060-03-00-8	2650 Verdugo Lane 19-2403	Rosedale Verdugo LLC 22353 N Summit Ridge Circle Chatsworth, CA 91311	\$0	\$145	\$145	4
42. 540-104-07-00-5	7520 Cache Creek Lane 19-2993	Vinh Linh Nguyen 7520 Cache Creek Lane Bakersfield, CA 93311	\$122	\$852	\$974	5
43. 441-094-08-00-4	3905 Rickey Way 19-2496	Denny W Mc Glothlen & Gloria Mc Glothlen PO Box 41612 Bakersfield, CA 93384	\$330	\$852	\$1,182	6
44. 413-071-03-00-7	5905 Camp Street 19-2485	Rodney Johnson & Gladys Johnson 5905 Camp Street Bakersfield, CA 93307	\$275	\$852	\$1,127	7
45. 514-591-14-00-6	4702 Cimarron Ridge Drive 19-1870	Jesus Rodriguez 4702 Cimarron Ridge Drive Bakersfield, CA 93313	\$455	\$852	\$1,307	7
46. 516-054-09-00-0	6701 Hammond Way 19-1611	Abel Gutierrez Jr 6701 Hammond Way Bakersfield, CA 93307	\$0	\$145	\$145	7
47. 023-161-07-00-2	1904 Hendricks Lane 19-3563	Group I El Monte Prop Ltd 4900 Santa Anita Av Ste 2C El Monte, CA 91731	\$0	\$149	\$149	7



# ADMINISTRATIVE REPORT

**MEETING DATE:** 9/25/2019

Consent – Resolutions g.

**TO:** Honorable Mayor and City Council

**FROM:** Christi Tenter, Human Resources Manager

**DATE:** 9/3/2019

**WARD:**

**SUBJECT:** Resolution Approving the Memorandum of Understanding Setting Salaries and Related Benefits for the Police Officers Association of the Police Department of the City of Bakersfield.

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## STAFF RECOMMENDATION:

Staff recommends adoption of the resolution.

## BACKGROUND:

Labor negotiations between the City and the Bakersfield Police Officers Association (BPOA) were recently concluded and have resulted in a proposed three (3) year Memorandum of Understanding (MOU). This MOU follows a prolonged period of time, 2014 – 2019, where no cost-of-living salary increases were provided. A summary of MOU terms are highlighted below:

- Term is from July 1, 2019 through June 30, 2022;
- 3.25 % wage increase for members of the Police Officers Unit of the Police Department of the City of Bakersfield; and
- 2.5% wage increase for the classifications of Senior Police Officer and Detective.

This MOU aligns with top priorities of the Bakersfield Public Safety & Vital Services (PSVS) Measure, where salary increases to represented classifications will assist with recruitment and retention initiatives for sworn personnel. In addition to the prescribed terms highlighted above the City has introduced the use of a cost-of-living-index to base future increases in year two and three. This proactive measure will be an enticement for candidates assessing interest in joining the Bakersfield Police Department (BPD) as candidates will recognize future growth opportunities.

Staff recognizes the current leadership of BPOA who approached these negotiators with a cooperative and willing mindset which provided for open and honest discussions by which the City and BPOA were able to come to an agreement. It should be noted that with the approval of this MOU, the Bakersfield Police Officers Association will be the first unit under contract with the City. Negotiation sessions continue with Fire and SEIU representatives.

**ATTACHMENTS:**

Description		Type
	Resolution	Resolution
	MOU	Backup Material
	Salary Chart	Backup Material



RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION APPROVING THE MEMORANDUM OF  
UNDERSTANDING SETTING SALARIES AND RELATED  
BENEFITS FOR THE EMPLOYEES OF THE  
BAKERSFIELD POLICE OFFICERS ASSOCIATION.**

**WHEREAS**, the Charter of the City of Bakersfield, Section 12, authorizes the City Council to provide for salaries and related benefits for employees of the City; and

**WHEREAS**, in compliance with the Meyers-Milias-Brown Act of the State of California, the City has met and conferred in good faith with the Bakersfield Police Officers Association which represents this City's Police unit; and

**WHEREAS**, the City's negotiator and the Association have agreed upon salaries and benefits for said Unit; and

**WHEREAS**, the Council has determined that such Memorandum of Understanding complies with the guidelines established by the City Council; and

**WHEREAS**, the Council has determined that provisions of the attached Memorandum of Understanding shall commence on July 1, 2019, and expire at midnight on June 30, 2022, for all employees of said Unit employed on the date of adoption of this Resolution.

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

1. Resolution No. 052-18, together with amendatory resolutions, to the extent the same applies to employees in the Police unit, is superseded by this Resolution.
2. The attached Memorandum of Understanding for the Police Unit and City is hereby approved, setting salaries and benefits for employees in said Unit.
3. The attached salary schedule covering the Police Unit shall constitute the salaries for employees in the categories and positions specified therein and that the whole of said attachments is hereby incorporated and approved as a part of the attached Memorandum of Understanding between the City of Bakersfield and the Bakersfield Police Officers Association for the period beginning July 1, 2019 and expiring at midnight, June 30, 2022.

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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:	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 \_\_\_\_\_

\_\_\_\_\_  
**Karen Goh**  
**MAYOR** of the City of Bakersfield

APPROVED as to form:

\_\_\_\_\_  
**VIRGINIA A. GENNARO**  
**CITY ATTORNEY** of the City of Bakersfield

Attachments

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
REPRESENTATIVES OF MANAGEMENT  
FOR THE CITY OF BAKERSFIELD  
AND  
BAKERSFIELD POLICE OFFICERS ASSOCIATION**

**01.00.00      RECITALS**

01.01.00      The Bakersfield Police Officers Association (hereinafter, Association) is recognized as the exclusive representative, as provided in the City's Employer-Employee Relations Resolution for all employees assigned to the Police Bargaining Unit in the following classifications and any other classification which is subsequently determined to be included in the Police Bargaining Unit.

Police Officer  
Senior Police Officer  
Training Officer  
Detective

01.02.00      Representatives of Management for the City of Bakersfield and representatives of the Association have met on a number of occasions and have conferred in good faith exchanging a number of proposals concerning wages, hours, fringe benefits and other terms and conditions of employment of employee-members represented by the Association.

01.03.00      The representatives of Management for the City of Bakersfield and the representatives of the Association have reached an understanding as to certain recommendations to be made to the City Council for the City of Bakersfield and have agreed that the parties hereto will jointly urge changes in wages, hours, fringe benefits and other terms and conditions of employment contained in these joint recommendations.

01.04.00      The parties hereto shall jointly recommend to the City Council of the City of Bakersfield that one or more salary resolutions be adopted effectuating the following changes in salaries, fringe benefits and other terms of employment for the employee-members represented by the Association.

**02.00.00        MANAGEMENT RIGHTS**

02.01.00        The City shall have the exclusive right to determine the mission of the Police Department, set levels of service to be performed, direct its employees, schedule personnel, set watches, exercise control and discretion over the Police Department and operations, and determine the methods, means and personnel by which the Police Department's operations are to be conducted, and the levels of service met; provided, however, that the exercise of such rights does not preclude employees or their representatives from meeting and consulting with Management or filing grievances about the consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment.

02.02.00        Prevailing rights, rules of conduct, benefits and all other working conditions within the scope of representation in effect at the date of this Agreement and not inconsistent herewith shall be continued.

**03.00.00        NON-DISCRIMINATION**

03.01.00        The City and the Association agree not to discriminate against any employee because of membership or non-membership in the Association or because of any activities or lack of activities on behalf of the Association. The City and the Association further agree not to discriminate, harass, or retaliate against any employee as a result of the exercise of their rights under this Agreement, or under Section 3500 et seq., of the Government Code of the State of California.

**04.00.00        SALARIES AND OVERTIME**

04.01.00        Effective July 8, 2019, the City shall provide a 3.25% increase in for all salary ranges in effect for unit classifications.

Effective the pay period including July 1, 2020, the City shall provide an increase for all salary ranges in effect for unit classifications equal to the increase in the Consumer Price Index (CPI) for all urban consumers in the west region for the 12 months ending in the December preceding the adjustment. However, regardless of the CPI, the increase shall not be greater than 2.5% or less than 1%.

Effective the pay period including July 1, 2021, the City shall provide an increase for all salary ranges in effect for unit classifications equal to the increase in the Consumer Price Index (CPI) for all urban consumers in the west region for the 12 months

ending in the December preceding the adjustment. However, regardless of the CPI, the increase shall not be greater than 2.5% or less than 1%.

In addition to the across-the-board increase set forth above, effective July 8, 2019, the City shall provide a 2.5% increase to the Senior Officer classification.

04.01.01 Detective Pay. Detective Pay shall be approximately 10% above Sr. Officer. Consequently, as a result of the July 8, 2019 increase to the Senior Officer classification, Detective Pay shall also increase by 2.5%.

04.01.02 The City and Association agree to explore in good faith the possible discontinuance of City payment of the employee's PERS payments in exchange for an equivalent wage increase.

04.02.00 Overtime. Overtime language is included in the Municipal Code Sections 2.84.180, 190, 200, 210, 220, 240, 250. These provisions, unless modified by this MOU, are incorporated by reference as though fully set forth herein. Travel time for required training will be paid in accordance with Federal and State law to include that all travel time for training or other department operational needs shall be considered hours worked for the purpose of calculating overtime.

04.02.01 Minimum Time or Pay for Callbacks. Minimum time or pay for callbacks shall be as provided for in Municipal Code Section 2.84.260. Effective December 16, 2013 minimum time or pay was increased to 3 hours. Effective upon ratification the minimum time of pay is increased to 4 hours at time and one half the employee's regular rate.

## **05.00.00 HEALTH INSURANCE**

05.01.00 The City and Association have agreed that all future meeting and conferring and decisions regarding the structure of medical/dental insurance coverages shall take place through the Joint City/Employee Medical Insurance Committee. The Committee shall consist of representatives from each Unit and the City. There shall be a good faith effort to make all decisions by October 31 of each year. Discussions as to the City's contribution toward medical/dental insurance shall continue to be determined through the formal meet and confer process between the City and the individual units.

05.02.00 Medical and Dental Benefits. The City and employees shall share bi-weekly contributions towards medical, vision, and dental plans for all employees of this Unit as follows:

	<u>Fee Dental</u> <u>Fee Health</u>	<u>HMO Dental</u> <u>HMO Health</u>	<u>Fee Dental</u> <u>HMO Health</u>	<u>Dental HMO</u> <u>Fee Health</u>	<u>Employee</u> <u>Contribution</u>
Employee Only	80%	80%	80%	80%	20%
Employee +1	80%	80%	80%	80%	20%
Family	80%	80%	80%	80%	20%

05.03.00 Retiree Medical

05.03.01 Retiree Medical - Employees hired before April 1, 1998

- a) Only employees with a minimum of fifteen (15) years accumulated permanent service shall be eligible for participation in the retiree medical insurance program. The fifteen-year minimum shall be waived for employees retiring because of a job related disability. Employees retiring because of a job related disability shall be credited with either eight (8) years or their actual accumulated service time, whichever is greater for the purpose of calculating the retiree medical allowance under the City's adopted formula.
- b) Any employee eligible to receive retiree medical insurance coverage who is eligible for Medicare coverage (Part A), whether through the City of Bakersfield, other employers, spouse coverage, or for any other reason, shall be required to obtain and utilize such coverage as a condition for receiving coverage under the City's plan.
- c) City Contribution Formula. The City's contribution to retiree premiums shall be based on the lower of the Health Maintenance Organization or Fee-for-Service, single-party rate. The City's contribution to retirees will be 3% per year of service to a maximum contribution of 90% of the premium for 30 years of service.



- d) 42% Contribution for "Fee for Service". 42% of the actual premium for the "Fee-for-Service" Retiree Health Plan shall be paid by the City in addition to the amount paid under the City Contribution Formula.

05.03.02 Retiree Medical - Employees hired after April 1, 1998. Employees hired after April 1, 1998, will be eligible for retiree medical under the following conditions:

- a) Participation in the City retiree medical insurance plan will be offered to those employees who retire following twenty (20) years accumulated permanent service or retire due to disability. Such retirees will receive a premium subsidy based upon 3% per year of service up to a maximum of 30 years (90%), of the lower of the HMO or Fee-For-Service Single rate. In no case shall a retiree in this class receive more than 90% of their applicable rate structure (i.e. single without medicare rate, single with medicare rate, etc.) in subsidies from the City.
- b) Any employee eligible to receive retiree medical insurance coverage who is eligible for Medicare coverage (Part A) whether through the City of Bakersfield, other employers, spouse coverage, or for any other reason, shall be required to obtain and utilize such coverage as a condition for receiving coverage under the City's retiree medical plan.
- c) Employees hired after April 1, 1998, shall not be eligible to receive the 42% Fee-For-Service plan subsidy.

05.03.03 Medicare Risk Plan. The City has established a Medicare Risk option with the City contributing the cost of the Medicare Risk premium and a flat dollar amount up to the Medicare part B monthly premium at the 1996 rate (\$42.50). In no case would this contribution exceed 90% of the lowest single rate. The City reserves the right to modify or eliminate this practice in the future in response to changes in medical plans by providers, the changes to the Medicare program by the federal government, or changes to economic or legal conditions, subject to the meet and confer requirements under the law with labor organizations.

05.03.04 Retirement Health Savings Accounts. The ICMA Vantage Care Retiree Health Savings Account program (RHSA) will be implemented for all unit employees.

The City assumes no liability for adverse tax rulings by the IRS relative to this program.

- 05.03.05 Employees hired after May 24, 2006 will not participate in either of the retiree health subsidy programs set forth in this section. In lieu, the City will match up to one (1%) percent of the employee's mandatory contributions to their Retirement Health Savings account commencing the beginning of their sixth (6<sup>th</sup>) year of employment.

**06.00.00 RETIREMENT**

Pension contributions shall remain unchanged for the term of this agreement.

- 06.01.00 For employees hired prior to January 1, 2011 the City has implemented the 3% @ 50 Retirement Program. Plan options are unchanged. Employees shall pay 1% of the employee retirement contribution. The City will pay the remaining 8% for the employee retirement contribution. Such payments by the City shall be reported as normal contributions and shall be credited to the employee's accounts pursuant to Government Code Section 20615. This PERS pickup is done pursuant to Section 414(H) (2) of the Internal Revenue Code.
- 06.02.00 Employees hired on or after January 1, 2011 but prior to January 1, 2013 or who are transferred from a PERS agency or have a break in service of less than six months (legacy status under PEPR) shall be covered by the 2% @ 50 Retirement Program with the 36 highest consecutive month final compensation period. Employees shall pay the 9% employee retirement contribution.
- 06.03.00 Pursuant to the PEPR, employees hired on or after January 1, 2013 without PEPR legacy status will be covered by the 2.7% @ 57 retirement formula with the 36 highest consecutive months final compensation provision. Employees shall pay one half of the normal cost for the retirement program pursuant to State law.
- 06.04.00 CalPERS Post-Retirement Optional Settlement 2 Death Benefit GC § 21548. Has been implemented and is a recognized CalPERS benefit.
- 06.05.00 1959 Survivors Benefit. The 4<sup>th</sup> level Survivors Benefit is in place for all retirement formulas.

**07.00.00 OTHER COMPENSATION**

- 07.01.00 Uniform Allowance. The uniform allowance for unit employees shall be One Thousand Three Hundred Dollars (\$1,300.00) per year. Motorcycle officers shall continue to receive an additional One Hundred Dollars (\$100) per year in uniform allowance. The uniform allowance will be paid on a 26 week bi-weekly basis. At least two uniform suppliers will be designated. The City will meet and confer if new uniforms are required or if major uniform changes are mandated.
- 07.02.00 Standby Pay. The City and the Association agree that when an employee is officially designated by management to remain available to return to work at any time during specific hours outside of normal working hours the employee shall receive forty dollars (\$40) per each four (4) hours, or fraction thereof, on stand-by or sixty dollars (\$60) if the employee is on stand-by for over four (4) hours . Such pay shall be in addition to any call-back compensation. To the extent feasible the parties agree that stand-by shall be assigned on an equitable basis to all eligible employees.
- 07.03.00 Longevity Pay. Those employees who received longevity pay as of January 7, 1985 shall continue to receive the dollar amount received as of that date for so long as they would have retained eligibility under longevity pay rules. For all other employees the longevity pay program has ended.
- 07.04.00 Hazard Pay. Hazardous duty pay for SWAT, Bomb Squad and assigned Narcotic Lab members shall continue at One Hundred Forty Dollars (\$140.00) per month.
- 07.05.00 Deferred Compensation Plan. Employees in the unit shall be entitled to participate in the City's Deferred Compensation Plan.
- 07.06.00 Minimum Court Call-Back. Employees called back for court appearances shall receive a minimum four (4) hours compensation at the appropriate rate of pay.
- 07.07.00 Educational Incentive Pay. Unit employees in possession of an Intermediate POST certificate shall receive an additional five (5%) percent of base and holiday pay. Unit employees in possession of Advanced POST certificates shall receive an additional five (5%) percent of base and holiday pay (total of 10%).
- 07.08.00 Bilingual Pay. Police Unit employees capable of speaking Spanish and other languages as approved by the Chief of Police shall be

eligible to receive an additional One Hundred (\$100.00) Dollars per pay period. To be eligible, an employee must; 1) Pass the test demonstrating conversational fluency in the approved language ; 2) Pass periodic retests in language skills; 3) Serve as translators as required.

Notwithstanding the above, all personnel shall utilize any language skills they possess to the best of their ability in handling their responsibilities. In case of an emergency, all employees will use whatever language skills they possess to assist to the maximum extent possible.

- 07.09.00 K-9 Compensation. Officers assigned by the Chief of Police as K-9 Officers shall receive an additional five (5%) percent pay. It is understood that this payment constitutes compensation for the additional time spent caring for the assigned animal (two hours per week of straight time). The five (5%) percent shall be added to base pay consistent with the treatment of other incentive pays.

K-9 compensation shall end when officers are reassigned to other duties.

- 07.10.00 Pay for Temporary Assignments to Higher Classifications. Language is included in Municipal Code Section 2.84.150 . These provisions unless modified by this MOU, are incorporated by reference as though fully set forth herein.

- 07.10.01 Senior Police Officers assigned to training as Training Officers shall be paid at the Detective salary level for the term of their assignment.

- 07.10.02 Motorcycle Officer Compensation: Employees assigned motorcycle responsibilities shall be paid two (2) hours per week of straight time overtime pay. This compensation is for the time spent by officers on their off-duty time cleaning and generally maintaining their assigned motorcycles.

- 07.10.03 Per Diem Reimbursement: Employees shall be eligible for expense reimbursement pursuant to the Administrative Rules and Regulations Numbers 1, 7. Single occupancy lodging will be provided for all POST reimbursed training.

## **08.00.00 LEAVES**

- 08.01.00 Personal. Employees in the unit may utilize up to one (1) day per year of earned sick leave for personal business.

08.02.00 Holidays. Shift employees in the unit will be entitled to thirteen (13) holidays per fiscal year. Holiday pay will be paid on a 26 week bi-weekly basis

The following thirteen days of each year are designated holidays for non-shift employees.

January 1 – New Year’s Day  
 Third Monday in January – Martin Luther King’s Birthday  
 Third Monday in February – President’s Day  
 Last Monday in May – Memorial Day  
 July 4 – Independence Day  
 First Monday in September – Labor Day  
 November 11 – Veteran’s Day  
 Fourth Thursday in November – Thanksgiving Day  
 Friday after Thanksgiving Day  
 December 25 – Christmas Day  
 Three Floating Holidays, (Two of which may be allocated to fixed days depending on the calendar).

When a holiday falls on a Saturday, the preceding Friday shall be observed. When a holiday falls on a Sunday, the following Monday shall be observed. Except with the prior approval of the Chief of Police or designee, non-shift personnel shall take holidays as scheduled above.

08.03.00 Vacation. The vacation accrual schedule shall read:

<u>Years</u>	<u>Days</u>
0 - 4	10
5 - 13	15
14 +	20

Pursuant to the schedule above, employees accrue vacation at the rate of .83 days per month from the date of initial employment through the fourth year of continuous service (48 months). Beginning with the first month of the employees fifth year of service (49th month), the employee begins to accrue vacation at the rate of 1.25 days per month. This continues until the beginning of the employees fourteenth year of service (157th month), when the employee begins to accrue vacation at the rate of 1.67 days per month.

Other vacation provisions shall be as included in the Municipal Code Sections 2.84.330, 340, 350, 360, 370, 380, 390, 400, 420, 430, 440, 450, 460. These provisions unless modified by this MOU, are incorporated by reference as though fully set forth herein.

The municipal code has been modified to allow employees accruing vacation at the twenty (20) day per year level (1.67 days per month) to maintain a maximum of 552 hours of vacation accumulation.

08.04.00 Sick Leave Conversion. Police Unit employees accrue sick leave at the rate of twelve (12) days per calendar year, with a maximum accrual of one hundred twenty (120) days. An employee who has an accrued balance at the end of the calendar year, which exceeds one hundred twenty (120) days will receive 100% of his/her accruals in excess of 120 days as vacation and may convert and be paid for up to 75% of that amount of vacation. The amount to be converted must be designated by the employee no later than the following January 31st, which will be paid to employee the second pay day in February. Employees receiving the above conversion will not receive any sixty (60) to one hundred twenty (120) day conversion of sick leave for that calendar year.

08.05.00 Sick Leave Pay-Out. The Bakersfield Police Officers Association and the City of Bakersfield mutually acknowledge that the large majority of Unit retirements take place as disability, not service retirements. The parties consider this practice problematic. The parties agree that service retirements, when practical, are preferable and create the possibility of significant savings for the City and the taxpayers. For this reason, for the term of this Agreement, the parties agree that individuals retiring with a service retirement shall be entitled to a premium sick leave pay-out. Specifically, individuals shall receive an additional 25% of accrued sick leave at the time of retirement beyond that provided for in Municipal Code Section 2.84.570. This payment shall not be considered gross remuneration for purposes of retirement.

Except as provided below, any employee converting the service retirement to a disability retirement within five (5) years of the date of retirement shall refund this premium sick leave payment to the City. If repayment is required, a reasonable repayment schedule shall be established between the employee and the City. Exceptions to the repayment requirement may be made as follows:

1. No repayment shall be required if an employee dies after retirement and the survivor's allowance is converted to a disability allowance.
2. The City Manager will waive repayment in the event of a catastrophic event resulting in substantial disability from heart attack, stroke or cancer for the employee. Substantial disability is defined as a disability which would have required the retirement of the employee if still in active service.

08.06.00 Jury Duty. Jury duty shall be as provided for in Municipal Code Section 2.84.620E and City Administrative Rules and Regulations Number 3.4.

**09.00.00 MISCELLANEOUS**

09.01.00 Residency Requirement. The residency requirement shall be sixty (60) minutes normal driving time from City Hall. Normal driving time shall be defined as driving at the posted speed limit, absent any accidents, traffic jams, etc. Provisions for waiver of the requirement by the Chief of Police shall continue unchanged.

09.02.00 Assignments. The City and Association agree that the Department shall consider the following factors in making assignments, including shift assignments:

- a. special skills
- b. experience
- c. seniority
- d. accommodation of educational schedules
- e. other factors, as determined by the Chief of Police

The City and Association specifically acknowledge the need to balance experienced and inexperienced officers on all shifts. Appointments shall be made at the sole discretion of the Department.

09.03.00 Supervisors Working Files. Materials in Supervisors Working Files (3" x 5" cards) which are used in preparing performance reports, counseling employees, etc. may be kept for up to fifteen (15) months, without being placed in a formal evaluation or otherwise formally recorded.

09.04.00 Physical Assessment Program. At least once during each fiscal year the City will offer each unit employee the opportunity to



receive a comprehensive physical assessment and follow-up counseling session. The assessment will measure:

Cardiovascular fitness

Blood Pressure

Blood composition (cholesterol, etc.)

Body composition

Muscular endurance

Flexibility

PSA (for employees 45 years of age and older, upon specific request).

Where indicated by initial results, follow-up testing will be performed. Results of the assessment will be confidential and for the individual employee's use only. The City will receive composite data to be used in evaluating the need for training seminars, etc. The program will be provided on work time and will be voluntary.

The Association will provide input to the City concerning the selection of providers.

- 09.05.00 Pay Changes. All pay rate changes (step increases, salary range changes, etc.) will be implemented at the start of the nearest pay period.
- 09.06.00 Existing Benefits and Practices. The parties recognize that there are existing ordinances, resolutions and policies relating to benefits and other terms and conditions of employment and the same are not affected by this Agreement, except as recommended herein.
- 09.07.00 The City will continue to comply with the Peace Officers Bill of Rights
- 09.08.00 Employer and Employee rights are set forth in Code Section 2.76.
- 09.09.00 Committees. The Association will be entitled to representation on the City's Insurance Committee.
- 09.10.00 Grievance Procedure. The grievance procedure shall be as set forth in Municipal Code Section 2.72.310 which is incorporated herein by reference. However, prior to the final step of the grievance procedures, the City and Association agree to include a mediation step utilizing a mediator from the State Mediation and Conciliation Service. The mediator shall meet with the parties to the grievance and attempt to arrange a mediated settlement acceptable to both

parties. The mediator shall make no public recommendations nor shall there be any public disclosure of mediation discussions in further proceedings in the grievance procedure.

Requests for mediation shall be made within the same time limits as the request for movement of a grievance to the final step of the grievance process. Once the request is made, time limits of the grievance procedure are waived until such time as the mediation process ends. Thereafter, the regular time limits shall apply.

09.11.00 Compensatory Time off - Maximum Accrual. The compensatory time off accrual maximum shall be one hundred and sixty (160) hours.

09.12.00 Night-Shift Differential. A shift differential of \$. 90 per hour shall be paid any employee for the hours worked between the hours of 7 p. m. and 7 a.m.

09.13.00 Hours of Work. The Police Department shall continue the 4-10 program for the term of this Agreement unless otherwise determined by the Chief of Police. If the Department wishes to cancel the 4-10 program, it shall provide thirty (30) days notice of cancellation to the Association.

Prior to the cancellation, the City shall meet and confer on aspects of any proposed schedule change falling within the scope of representation.

09.14.00 With Department approval, employees in the same rank and assignment may exchange shifts. Shift exchanges must be completed (paid back) no later than the pay period following the initial exchange.

09.15.00 Body Armor. The City agrees to provide an individual bullet resistant vest for all sworn employees. These employees are entitled to receive a new bullet resistant vest every five (5) years from the date of manufacture. The City will develop a list of optional bullet resistant vests which the employee may choose from up to and including the Level III (a) wrap around, fitted with removal cover criteria. Current vest will be replaced on their five (5) year replacement cycle.

09.16.00 The City and Association agree to meet and review the City's nepotism policy.

09.17.00 Line of Duty Death Benefits

Including the prescribed death benefits defined in Labor Code Section 4701 et. al, the City shall pay all reasonable funeral and burial expenses to a maximum of \$20,000 for a Bakersfield Police Officer who dies as the direct result of an on-duty related injury

09.18.00 Critical Incident Paid Leave

The City and Association agree to continue discussions regarding the possible creation of a Critical Incident PTSD Program for emergency responders.

**10.00.00 PEACEFUL PERFORMANCE**

10.01.00 During the term of this Agreement, neither the Association nor its agents or any employee covered by this Agreement, for any reason, will authorize, institute, aid or engage in work slowdown, work stoppage, strike, or picketing on matters within the scope of representation, or any other interference with the work and statutory obligations or functions of the City.

The Association agrees to notify all of its officers and members of their obligation and responsibility for maintaining compliance with this section, including the responsibility to remain at work during any activity which may be caused or initiated by others, and to encourage employees violating this section to return to work.

No lock out of employees shall be instituted by the City or its agents during the term of this Agreement.

**11.00.00 DRUG TESTING**

11.01.00 Authority for Testing. Only Chief Officers may order a drug test.

11.02.00 Conditions Allowing for Testing. Employees may be subjected to drug testing if the City has a reasonable suspicion that the employee is using (1) illegal drugs; (2) prescription drugs without or contrary to a prescription; or (3) alcohol on duty (except in small amounts used in cooking).

Reasonable suspicion shall mean an articulable and specific state of facts and/or circumstances which would lead a reasonable person to believe an individual was using unlawful drugs/narcotics, alcohol, or prescription drugs without or contrary to a prescription.

No information or knowledge obtained through application of this policy/procedure may be used for other than administrative purposes.

11.03.00 Testing procedures shall:

1. Positively identify employees prior to testing.
2. Provide for employee privacy and security of samples.
3. Establish any drugs being taken legitimately (e.g. under medical supervision).
4. Develop a two-step test. Any specimen testing positive in the urinalysis shall be subject to confirmation by a second test using a different technology. No notification shall be given of initial positive tests until confirmation by the second test has been completed and is positive. At the time the samples are drawn, a second set of samples shall be taken and sealed. Should the original samples show positive, the second sealed set of samples shall be retained for six months to allow for further testing in the event of dispute.
5. The laboratory selected to conduct the analysis must be experienced and capable of quality control, documentation, chain of custody, technical expertise and demonstrated proficiency. The Association shall be given the opportunity to provide input on the selection of the laboratory.

**12.00.00 TOTAL AGREEMENT**

12.01.00 This Memorandum of Understanding constitutes a full and complete agreement by the parties and contains all of the matters upon which the parties reached agreement. Therefore, except as provided in this Agreement, the City and Association for the duration of this Agreement each voluntarily and unqualifiedly waives the right and each agrees that the other should not be obligated to bargain collectively with respect to any subject or matter whether or not referred to or covered in this Agreement.

12.02.00 Should any section, clause or provision of this Agreement be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such section, clause or provision shall not invalidate the remaining portions hereof, and such

remaining portions shall remain in full force and effect for the duration of this Agreement. In the event of such invalidation, the parties agree to meet and confer concerning substitute provisions for provisions rendered or declared illegal.

**13.00.00 TERM**

13.01.00 The term of this Agreement is from July 1, 2019 through June 30, 2022. If the Association desires to negotiate a successor agreement, the Association shall serve upon the City its written request to begin negotiations. Negotiations shall begin within, but not later than thirty (30) days from the date of receipt of the notice. This Memorandum is entered into upon ratification and acceptance by the City Council of the City of Bakersfield. This Agreement shall become effective upon ratification by the City and Association.

13.02.00 Reopeners. Effective July 2020 and July 2021 both the Association and the City will have the right to reopen negotiations on 5 items within the scope of representation, however the City will not make proposals which would decrease total compensation. A party exercising its right to reopen shall notify the other party by April 1 and negotiations will commence no later than May 1<sup>st</sup> on opener issues.

FOR THE ASSOCIATION:

\_\_\_\_\_  
Santiago Baltazar

\_\_\_\_\_  
Antonio Orozco

\_\_\_\_\_  
Ken Perkins

\_\_\_\_\_  
Aaron Beahm

\_\_\_\_\_  
Jacob Kalinski

FOR THE CITY:

\_\_\_\_\_  
Chris Huot

\_\_\_\_\_  
Lyle Martin

\_\_\_\_\_  
Christi Tenter

\_\_\_\_\_  
Randy McKeegan

\_\_\_\_\_  
William Avery

# City Of Bakersfield

## Salary Schedule by Title



Position#	Position Title	Grade Hours	Step 1 Monthly	Step 2 Monthly	Step 3 Monthly	Step 4 Monthly	Step5 Monthly	Status	OT
41040	DETECTIVE	P25 2,080	\$34.735 \$6,020.71	\$36.487 \$6,324.49	\$38.341 \$6,645.69	\$40.285 \$6,982.67	\$42.318 \$7,335.07		A
41250	POLICE OFFICER	P10 2,080	\$29.280 \$5,075.14	\$30.756 \$5,331.06	\$32.310 \$5,600.40	\$33.946 \$5,883.89	\$35.663 \$6,181.51		A
41430	POLICE TRAINEE	P05 2,080	\$23.384 \$4,053.23	\$24.550 \$4,255.29	\$25.780 \$4,468.62	\$27.071 \$4,692.33	\$28.426 \$4,927.13	O	A
41270	SENIOR POLICE OFFICER	P15 2,080	\$31.525 \$5,464.33	\$33.118 \$5,740.41	\$34.794 \$6,030.98	\$36.554 \$6,336.04	\$38.408 \$6,657.43		A
41060	TRAINING OFFICER	P30 2,080	\$33.888 \$5,873.86	\$35.598 \$6,170.23	\$37.405 \$6,483.60	\$39.302 \$6,812.36	\$41.286 \$7,156.17		A

Effective: July 8, 2019

Approved: September 25, 2019







# ADMINISTRATIVE REPORT

**MEETING DATE:** 9/25/2019

Consent – Resolutions h.

**TO:** Honorable Mayor and City Council

**FROM:** Christi Tenter, Human Resources Manager

**DATE:** 9/12/2019

**WARD:**

**SUBJECT:** Resolution identifying vendors, healthcare plans, and rates for City-wide health insurance plans for eligible active and retired employees for the 2020 plan year.

---

## STAFF RECOMMENDATION:

The Personnel Committee recommends approval of resolution and 2020 renewal package.

## BACKGROUND:

Each year the City's healthcare consultant, Segal Consulting (Segal), undergoes an aggressive claims review process in an effort to identify and negotiate the most cost-effective health plan rates for the upcoming plan year. The proposed rates and the supporting documentation is shared with the City's Insurance Committee, which represents the various employee groups of the City, in an effort to reach an agreement on the healthcare rate renewal package for the upcoming plan year. The City Council's Personnel Committee is also provided this information and ultimately is the body responsible for a recommendation to the full City Council.

The benefit renewal for this year presented challenges with proposed rate increases by Blue Shield for the PPO Plan, Kaiser Permanente and United Concordia Dental PPO after an overall decline in the budget in 2019. This year, the claims increased for participants in both the Blue Shield PPO Plan and Kaiser HMO Plan following a significant reduction in claims for last year. Even with these increases, the average increase for the two-year period for the Blue Shield PPO is 5.79% and a reduction of 0.48% for Kaiser. United Concordia Dental PPO has had a 3-year rate guarantee with no increase and this first year after this period is a 10.18% increase guaranteed for two years.

There are no increases in the premiums for the other plans that are offered.

One of the significant causes of the increases this year was the reinstatement of the Federal Health Insurance Tax (HIT) for 2020, which added from 1% to 3%, to the proposed rate increases.

Although there were higher claims, there has been a significant increase to the utilization of in-

network providers in the Blue Shield PPO and United Concordia PPO plans, which results in better discounts for in-network pricing. The budgetary result of this proposed package is an increase in healthcare plan costs to the City of 8.6% or \$1,379,100 as compared to the 2019 plan rates which saw a reduction of 2.7%. This produces a two year average increase to the budget of 2.95%.

A number of factors, listed below, combined to create a circumstance where several healthcare plans will see a rate increase for the 2020 plan year.

- Blue Shield has proposed a rate increase of 14.28% of which 2.1% is attributable to the re-imposition of the HIT tax. The rate in 2019 was a reduction of 2.7% from the 2018 rate. The average annual increase over the last 5 years for this plan is 5.7%. Blue Shield has proposed a -0.01% rate decrease to both Blue Shield HMO (Full and Narrow Network) plans. Blue Shield will also provides a wellness allowance to support the City's health and wellness initiatives.
- Kaiser Permanente has proposed an alternative middle plan in conjunction with the current plans, which will reduce the proposed rate increase for the current Active Traditional plan from 6.75% to 4.04% and XD HMO plan from 6.75% to 2.79%. Reinstatement of the HIT fee constitutes about 1% of the proposed increase. This follows a 5% rate reduction in 2019, which makes the average annual increase over the last 5 years 4.3% for the Active Traditional plan and 1.9% for the Deductible XD HMO plan.
- United Concordia Dental PPO has proposed a two-year renewal premium increase of 10.18% or average annual increase of 5.09%. The HIT tax constitutes about 3% of the rate increase. Over the past 4 years, the average annual increase for this plan is 2.54%.

As previously stated, the rate renewal package was evaluated through a process that included meetings the Insurance Committee and the Personnel Committee recommended approval of the rates as presented. A summary of the overall rate changes for 2020 are provided below.

<b>Percentage Increase</b>	
<b>Blue Shield – HMO (Full Network)</b>	
Active Employees	-0.01%
<b>Blue Shield – HMO (Narrow Network)</b>	
Active Employees	-0.01%
<b>Blue Shield – PPO</b>	
Active Employees	14.28%
Retirees	0.94%
<b>Blue Shield – Medicare Advantage</b>	
Retirees Over 65	9.29%
<b>Kaiser Permanente – HMO Traditional</b>	
Active Employees	4.04%
Retirees Under 65	0.00%
<b>Kaiser Permanente – HMO Deductible \$20 Copay (New Plan)</b>	
Active Employees	n/a
<b>Kaiser Permanente – HMO Deductible XD \$30 Copay</b>	
Active Employees	2.79%
Retirees Under 65	0.00%
<b>Kaiser Permanente – Senior Advantage Plan</b>	

Retirees Over 65	2.29%
<b>United Concordia Dental – PPO</b>	
Active Employees	118.00%
<b>United Concordia Dental – DHMO</b>	
Active Employees	0.00%
Retirees	0.00%
<b>Medical Eye Services</b>	0.00%
<b>Optum - Employee Assistance Program</b>	0.00%
<b>Voya – Employee Life Insurance</b>	0.00%
<b>Basic Life</b>	0.00%
<b>AD&amp;D</b>	0.00%
<b>P&amp;A Group – FSA and DCAP</b>	0.00%
<b>UNUM – Long Term Disability</b>	5.26%

City staff would once again like to thank Segal for their diligent work in developing this rate renewal package for the City and our employees. In addition, we would like to thank the employees who serve on the Insurance Committee and the Council's Personnel Committee for working to develop and ultimately recommending the proposed healthcare plan renewal package.

#### **ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Resolution - 2020 Healthcare Rates	Resolution

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION IDENTIFYING VENDORS, HEALTHCARE  
PLANS AND SETTING RATES FOR CITYWIDE  
HEALTHCARE BENEFITS FOR ACTIVE AND RETIRED  
EMPLOYEES.**

**WHEREAS**, the Charter of the City of Bakersfield, Section 12, authorizes the City Council of the City of Bakersfield ("City") to provide for salaries and related benefits for officers and employees of the City; and

**WHEREAS**, the City has established eligibility definitions of employees and recognizes those deemed as eligible active and retired employees to be covered with this Resolution; and

**WHEREAS**, the Council has determined what such salaries and related benefits should be in effect on January 1, 2020 for such officers and employees of the City.

**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. Council hereby identifies the healthcare vendors, adopts and approves the healthcare plans and corresponding rates for healthcare benefits, which shall commence on January 1, 2020 and expire at 12:00 midnight on December 31, 2020, as identified below:

2020 Monthly Healthplan Rates			
Blue Shield – PPO Plan			
	Single	Two Party	Family
Active Employees	\$661.57	\$1,325.41	\$1,991.63
Retirees	\$1,106.36	\$2,212.57	\$3,318.89
Blue Shield – HMO Plan (Full Network)			
Active Employees	\$568.01	\$1,141.58	\$1,668.89
Blue Shield – HMO Plan (Narrow Network)			
Active Employees	\$463.16	\$930.86	\$1,360.85
Blue Shield Medicare Advantage – Over 65			
Retirees	\$314.13	N/A	N/A
Kaiser Permanente HMO Traditional Plan			
Active Employees	\$482.33	\$964.65	\$1,364.99
Retirees Under 65	\$1,647.01	\$3,294.03	\$4,661.05
Kaiser Permanente HMO Deductible - \$20 Copay Plan			
Active Employees	\$427.82	\$855.64	\$1,210.72
Kaiser Permanente HMO Deductible XD - \$30 Copay Plan			
Active Employees	\$326.91	\$653.83	\$925.20
Retirees Under 65	\$1,421.65	\$2,843.29	\$4,023.25
Kaiser Permanente Senior Advantage Plan			
Retirees Over 65	\$240.25	N/A	N/A
United Concordia Dental PPO Plan			
Active Employees	\$39.63	\$81.49	\$135.84
United Concordia Dental DHMO Plan			
Active Employees	\$20.75	\$38.05	\$60.00
Retirees	\$15.85	\$28.85	\$44.60
Medical Eye Services			
Active PPO Employees	\$4.83	\$9.70	\$12.65
Active HMO Employees & Kaiser Permanente Retirees Under 65	\$3.45	\$6.90	\$8.97
Optum Employee Assistance Program			
	\$1.74 per employee		
Unum Long Term Disability			
	\$0.60 per hundred		
P&A Group – Sec. 125 Flexible Spending Account.			
	\$4.00 per participant per month		
Voya – Employee Life Insurance			
Basic Life	\$0.13 per thousand		
AD&D	\$0.02 per thousand		

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I HEREBY CERTIFY that the foregoing Resolution/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:

By \_\_\_\_\_  
**VIRGINIA A. GENNARO**  
CITY ATTORNEY of the City of Bakersfield





# ADMINISTRATIVE REPORT

**MEETING DATE:** 9/25/2019

Consent – Resolutions i.

**TO:** Honorable Mayor and City Council  
**FROM:** Nick Fidler, Public Works Director  
**DATE:** 9/13/2019  
**WARD:** Ward 4  
**SUBJECT:** Resolution dispensing with the normal bidding procedure for the purchase of a service pump, Sulzer/ABS 16" Series XFP for the Westside Parkway, not to exceed \$83,000.

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## STAFF RECOMMENDATION:

Staff recommends adoption of resolution.

## BACKGROUND:

Westside Parkway Project was completed in November 2013. The project was designed to have three service pumps at the Calloway Drive Pump Plant per Caltrans Standards but not necessary per City of Bakersfield Standards (City). At the time of construction, the City decided to only install two pumps instead of the three as initially designed. City was mindful the third pump would be installed in the near future before the facility is transferred to Caltrans.

The City and Caltrans are in the process of transferring the Westside Parkway. Currently, Caltrans has commenced their inspection process on all items to meet Caltrans Standards. Caltrans has requested the third pump to be installed and is required to be the exact make and model as the other two pumps previously installed.

The first two pumps were purchased by the contractor from Flow N Control, Inc., which is located in Montrose, CA. Flow N Control, Inc. is the sole municipal waste water distributor for Sulzer/ABS in the Southern California Region. The company has confirmed the exact make and model of the pump and has provided the pricing. The service pump purchase will not exceed the amount \$83,000.

The resolution will be paid with local funds through the County Local TRIP Fund and there is no General Fund impact associated with this resolution.

## ATTACHMENTS:

Description	Type
□ Resolution on Westside Parkway	Resolution



RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION DETERMINING THAT THE SULZER/ABS SERVICE PUMP FOR WESTSIDE PARKWAY CANNOT BE REASONABLY OBTAINED THROUGH THE USUAL BIDDING PROCEDURES AND AUTHORIZING THE FINANCE DIRECTOR TO DISPENSE WITH BIDDING THEREFOR, AND PURCHASE THE REQUIRED SERVICE PUMP IN AN AMOUNT NOT TO EXCEED \$83,000.**

**WHEREAS**, the City of Bakersfield (City) and the California Department of Transportation (Caltrans) are in the process of transferring the Westside Parkway to Caltrans through a route adoption transfer; and

**WHEREAS**, Caltrans is requesting the third service pump at the Calloway Drive Pump Plant be installed to meet Caltrans Standards; and

**WHEREAS**, Caltrans desires the service pump to be the exact make and model of the two existing pumps already installed; and

**WHEREAS**, Flow N Control, Inc. is the sole distributor for the Southern California region for the sale of Sulzer/ABS 16" Series XFP service pumps; and

**WHEREAS**, for the reasons above, the Public Works Director recommends the Council determine and find that said Sulzer/ABS service pump can only be reasonably obtained from Flow N Control, Inc., because Flow N Control, Inc. is the sole distributor for the Southern California region for Sulzer/ABS 16" Series XFP service pumps, and because the Public Works Department desires to integrate the service pump into the existing Caltrans pump plant, and recommends that the Council authorize dispensing 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 City Council finds and declares that the foregoing recitals are true and correct and are hereby incorporated herein by reference.
2. The Council hereby finds that the purchase of the Sulzer/ABS 16" Series XFP service pump can only be reasonably obtained from one supplier, Flow N Control, Inc., for the reasons set forth above.
3. The Finance Director is authorized to dispense with bidding therefor in accordance with Subsection D.2 of Section 3.20.060 of the Bakersfield Municipal Code and to negotiate the purchase of same, not to exceed \$83,000.

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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



4452 Oceanview Blvd. • Suite 200 • Montrose, CA 91020 • Office 818.330.7425 • Fax 818.330.9739

August 27<sup>th</sup>, 2019  
Proposal#: 190827AJ2  
Page 1 of 3

**Ref:** City of Bakersfield  
Westside Parkway Project Calloway Overpass Alternate E  
XFP 400M CH2 PE430/8

Dear Roani Sandoval—  
City of Bakersfield  
[rsandoval@bakersfieldcity.us](mailto:rsandoval@bakersfieldcity.us)

Flow N Control, Inc. is pleased to present our proposal to supply the following equipment:

**One (1)** Sulzer/ABS 16" Series XFP submersible dry/wet-pit pump with a cooling jacket as an addition to the existing ABS XFP to include 460/3/60, IE3 rated premium efficiency fully enclosed motors for continuous operation, a 1.3 service factor, class H insulation, and FM explosion proof certification. Pump to be constructed of AISI 420 stainless-steel shaft, silicon carbide vs silicon carbide, a stainless-steel lifting hoop, a two-vane, ductile iron impeller, stainless steel impeller and case ring, and 65' control cable to match existing. Pump to be coated with the factory's 8 mils dft two-part epoxy coating and shall be warranted by Sulzer/ABS's standard 5-year warranty: 3-year 100% parts and labor.

**Testing:**

- Factory certified non-witness performance test to HI standard
- Factory certified hydrostatic testing
- Certified dynamic balance of impeller.

**\*\*Notes:**

- Special wet-pit base will also be provided to match existing.
- One (1) spare parts kit to include OEM repair kit and one set of impeller and case stainless-steel wear rings.
- Seal fail and thermal CA462 switches (to be installed by others).

**YOUR NET PRICE FOR THE STATION EQUIPMENT**

**\$ 76,212.00**

**INCLUDED:**

1. Freight to jobsite. (FOB Factory – freight allowed to first destination.)
2. Shop drawings and PDF copies of Operation & Maintenance Manuals. (Hard copies can be provided for an additional fee.)
3. Start-up and Training Services: We provide the services of Flow N Control, Inc.'s Term technician for a maximum of **1 (one)** day(s) to verify pump operation. Addition service is available for an additional cost.

**NOT INCLUDED:**

1. Sales Tax - Provide a resale certificate if non-taxable.
2. Seismic Calculations.
3. Spare parts only provided where specified.
4. Anchor bolts & jacking screws.
5. Any discharge piping, exterior to the stub outs provided.

6. Gauges – warning signs

Proposal#: 190827AJ2

Page 2 of 3

7. Field sound pressure level testing, hiring of acoustical consultants.
8. Valves, piping, pipe supports, companion flanges other than indicated above.
9. Any electrical controls & control panels other than indicated above.
10. Field alignment of pumps and motors.
11. Any testing not specifically mentioned in our proposal.
12. Any accessories or services not specifically mentioned in our proposal.

**THIS PROPOSAL EXPIRES IN 30 DAYS** from the date of this proposal or bid opening date, if applicable.

This proposal reflects prices based solely upon Flow N Control's Terms and Conditions attached. This proposal does not include the potential additional costs for bonding, accepting contractors' terms and conditions, retentions, etc.

This quotation is subject to Flow N Control's standard Terms and Conditions, which appear on the next page. Any order or contract resulting from this quotation shall be governed by said terms. In addition: (1) buyer grants to seller a security interest in the equipment listed until contract is completed and full payment is made, (2) in the event that it becomes necessary to enforce payment terms, the prevailing party shall be entitled to reasonable attorney fees and related costs, (3) interest on past due accounts will be charged at the maximum legal rate not to exceed 1-1/2 percent per month. Such interest will be compounded monthly beginning on the first day that any such amount is past.

Flow N Control, Inc. reserves the right to either accept the order direct or act as a manufacturer's representative, in which case some of the above equipment orders would be placed directly with these manufacturers, along with their terms and conditions, exceptions, and clarifications.

Thank you for the opportunity to submit this proposal.

Very, truly yours,

*Flow N Control, Inc.*

*Anna Jesmok*

[anna@flowncontrol.com](mailto:anna@flowncontrol.com)

Office 818.330.7425

Cell 818.641.9840

#### TERMS OF SALE

1. **ACCEPTANCE.** These terms govern the purchase and sale of equipment, contractors' services, etc., referred to in SELLER'S proposal or acknowledgement. Acceptance by SELLER, such offer or acceptance is conditioned on BUYER'S assent to these terms. SELLER rejects all additional or different terms in any of BUYER'S forms or documents unless specifically accepted by SELLER in writing. Where our Principal (manufacturer) reserves the right to accept the purchase order and invoice BUYER directly, our principals' terms and conditions shall apply if same is included with the proposal.
2. **PAYMENT.** Terms are Net 30 days from date of shipment and invoice, subject to approval of credit. SELLER may ship on a "when ready" basis and partial invoice for the equipment that has shipped. Partial invoices are bound by the same terms as those invoices submitted upon complete shipment of equipment. Interest at one percent per month or at the legal maximum rate will be assessed for late payment.
3. **RETENTIONS** not previously approved in writing by SELLER are not permitted.
4. **BACK CHARGES** accepted only upon written approval by SELLER.
5. **DELIVERY.** SELLER shall not be liable for delays in delivery due to fire, flood, labor issues, war, civil disorders, delay in transportation, inability to obtain materials, accidents, acts of God or other causes beyond SELLER'S reasonable control. If shipment is delayed due to BUYER or by government action, payment becomes due when the factory is ready to make shipment and storage charges, if any, become the BUYERS responsibility.
6. **RESPONSIBILITY.** SELLER shall not be responsible for damage to equipment if misused, improperly stored, installed or maintained. SELLER SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, COLLATERAL, LIQUIDATED OR OTHER INDIRECT DAMAGES. CONSEQUENTIAL DAMAGES FOR THE PURPOSE OF THIS AGREEMENT SHALL INCLUDE BUT NOT BE LIMITED TO, LOSS OF USE, INCOME, PROFIT, LOSS OF OR DAMAGE TO PROPERTY, ETC. These limitations apply whether the liability is based upon contract, tort, strict liability or any other theory.
7. **WARRANTY.** For benefit of the original user, SELLER warrants all new equipment sold to be free from defects in material and workmanship, and will replace or repair, F.O.B. at its factories or other location designated by it, any part or parts returned to it which SELLERS examination shall show to have failed under normal use and service by the original user within one year following initial shipment to the BUYER. This warranty does not cover damage by decomposition from chemical action or wear caused by abrasive materials nor does it cover damage resulting from misuse, alteration, accident or neglect, or from improper operation, maintenance, installation, modification or adjustment. Such repair or replacement shall be free for all items except for those items that are consumable and normally replaced during maintenance. THIS WARRANTY IS EXPRESSLY MADE BY SELLER AND ACCEPTED BY BUYER IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS OR IMPLIED.
8. **TAXES.** Prices are exclusive of all taxes, federal, state local of any kind or nature.
9. **TRANSPORTATION.** Unless otherwise set forth herein, prices are F.O.B. our factories. The consignee must report all claims for damages in transit to the carrier.
10. **COMPLIANCE WITH LAWS.** BUYER shall be solely responsible for securing any necessary permits and for compliance with all safety, health, sanitation and any other laws, ordinances and regulations in connection with the design, installation and operation of the equipment.
11. **INDEMNIFICATION.** It is understood that SELLER has relied upon data furnished by and on behalf of BUYER with respect to the safety aspects and application of the equipment and that it is BUYER'S responsibility to assure that the equipment will, when installed and put in use, be in compliance with requirements fixed by law and otherwise legally adequate to safeguard against injuries or damage to persons or property. BUYER hereby agrees to defend, indemnify and hold harmless SELLER, its agents and employees against any and all losses, costs, damages, claims, liabilities or expenses, arising out of or resulting from any injury or damage to any person or property caused by the inadequacy of safety features, devices or characteristics in the equipment or in the installation, use or operation of the same, except claims for repair or replacement of defective parts are provided in Paragraph 7 hereof. SELLER will indemnify, defend and hold BUYER harmless from any claim, cause of action or liability incurred by BUYER as a result of third-party claims for personal injury, death or damage to tangible property, to the extent caused by SELLER'S sole negligence. SELLER shall have the sole authority to direct the defense of and settle any indemnified claim. SELLER'S indemnification is conditioned on BUYER (a) promptly notifying SELLER of any claim, and (b) providing reasonable cooperation in the defense of any claim. SELLER'S liability is limited to the coverage offered and paid by the SELLERS insurance policies.

12. **TITLE & LIEN RIGHTS.** After delivery to Buyer, Seller will have all such rights, including security interests and liens, in the equipment as lawfully may be conferred upon Seller by contract under any applicable provision of law.
13. **MISCELLANEOUS.** Goods may not be returned without previous written permission and are subject to a restocking charge. The SELLER may cancel agreement only upon written notice and payment of reasonable cancellation charges, including anticipated profit. Attorney's fees and court costs necessary to enforce these terms of sale will be paid to the prevailing party. No part of the Agreement may be changed or cancelled except by a written document signed by SELLER and BUYER. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable and all other terms shall remain in full force and effect. BUYER may not assign or permit any other transfer of the Agreement without SELLER'S prior written consent. The Agreement shall be governed by the laws of the State of California without regard to its conflict of law's provisions.

Acceptance of this proposal with the terms referred to herein may be accomplished by executing this document or by providing a BUYERS purchase order/contract.

Accepted: SELLER  
FLOW N CONTROL, INC.,  
By: \_\_\_\_\_

Accepted: BUYER

Submitted: FLOW N CONTROL, INC

By: \_\_\_\_\_ By: \_\_\_\_\_

Anna Jesmok

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_





ABS USA  
140 Pond View Drive  
Meriden, CT 06450  
Phone (203) 238 2700  
Fax (203) 238 0738  
[www.sulzer.com](http://www.sulzer.com)

City of Bakersfield  
Bakersfield, CA

Date August 27, 2019

Attn: Roani Sandoval

**Subject: Flow N Control, Inc. as Sole Contracted Sulzer/ABS Representative**

Dear Roani,

The purpose of this letter is to confirm that Flow N Control, Inc., located in Montrose, CA, is the sole municipal wastewater distributor for Sulzer/ABS and Pumpex rotating equipment products. Flow N Controls contracted territory is Southern California (all counties South of and including San Luis Obispo, Kern and San Bernardino) and Clark County, Nevada.

Sincerely,

Rick Barile  
Regional Sales Manager  
Western Region – Municipal



# ADMINISTRATIVE REPORT

**MEETING DATE:** 9/25/2019

Consent – Resolutions j.

**TO:** Honorable Mayor and City Council  
**FROM:** Nick Fidler, Public Works Director  
**DATE:** 9/12/2019  
**WARD:** Ward 7  
**SUBJECT:** Resolution dispensing with formal bidding procedures due to emergency repairs at the Sewer Lift Station at Hosking Avenue and Akers Road, and authorizing GSE Construction Company to perform necessary repairs, not to exceed \$400,000.

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## STAFF RECOMMENDATION:

Staff recommends approval of the resolution.

## BACKGROUND:

On September 5, 2019 the City of Bakersfield awarded a contract to Southwest Construction for the rehabilitation of an existing sewer lift station that was severely corroded due to sulphurous gasses. The work included sandblasting the existing wetwell wall to remove severe corrosion of the wetwell down to structurally sound concrete. A structural mortar was then applied with an epoxy coating.

During construction it was discovered that the sulphurous gasses had also caused the downstream manhole to corrode. In addition, all three of the gate valves and three of the check valves showed signs of significant corrosion. During construction it was recommended that these items be repaired as a change order, however the cost given to the City by the contractor was considered to be too high and the work was not completed.

Upon completion of the project, the pumps and rails were all working properly; however, after approximately 2 months one of the rails separated from its attachments. As a result pump #3 became dislocated and was unable to perform. Currently only two of the three pumps on the lift station are operating. Due to the high flows at this lift station a minimum of two pumps are required to operate the amount of sewage during peak flows. Therefore, this is considered to be an emergency project as sewage pumps will sometimes become clogged and require maintenance staff to service them. Should this lift station have any issues with either of the two remaining pumps a sewer overflow will likely occur.

In order to prevent any sewer overflows staff proposes that the following items be fixed: three new gate valves; three new check valves; demo and reconstruct two manholes; replace three base 90 degree elbows in the lift station; and, replace three sets of guide rails in the lift station.

This sewer service area is considered to be a critical area due to the junior high school being across the street. Hundreds of children and their parents cross Hosking Avenue on a daily basis during the week on their way to school. Two quotes have been received for this contract, one in the amount of \$398,894.00 from SW Construction, and the other in the amount of \$389,099 from GSE Construction. Because both of the quotes received were so close we believe that the price for the repairs is reasonable. Based on the above information, staff recommends approval of the Resolution to dispense with formal bidding and proceed with the lower of the two quotes for the emergency repairs to GSE Construction.

Sufficient funds are budgeted in the Public Works Department's Capital Improvement Budget within the Sewer Enterprise Fund; therefore, there is no General Fund impact associated with this item.

**ATTACHMENTS:**

Description	Type
□ Resolution	Resolution

RESOLUTION NO: \_\_\_\_\_

**A RESOLUTION DISPENSING WITH BIDDING PROCEDURES DUE TO EMERGENCY REPAIRS AT HOSKING AVENUE AND AKERS ROAD SEWER LIFT STATION AND AUTHORIZING GSE CONSTRUCTION TO PROVIDE SERVICES AND MATERIALS NECESSARY TO REPAIR THE LIFT STATION, NOT TO EXCEED \$400,000.**

**WHEREAS**, on July 23, 2019, it was discovered that the set of guide rails on pump #3 of the sewer lift station at Hosking Avenue and Akers Road had broken; and

**WHEREAS**, pump #3 was unable to operate without the guide rails being in the correct position; and

**WHEREAS**, the operation of all three pumps are integral to the continued operation of the lift station; and

**WHEREAS**, GSE Construction (GSE) and SW Construction both submitted quotes for the necessary repairs to the lift station since it was determined that both companies are capable of providing the necessary equipment and workforce to remedy the situation; and

**WHEREAS**, the Public Works Director recommends the Council authorize the lower quote from GSE to proceed with the proposed repair and 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 foregoing findings and recitals are true, correct, and incorporated herein.
2. Based upon the facts included in the above recitals, the work is of urgent necessity for the preservation of life, health or property.
3. The Finance Director is authorized to dispense with bidding in accordance with Section 3.20.060 of the Bakersfield Municipal Code.

4. The expenditure of funds to GSE for the services and materials shall not exceed \$400,000.

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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:	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 H. RUDNICK**  
Deputy City Attorney



# ADMINISTRATIVE REPORT

**MEETING DATE:** 9/25/2019

Consent – Resolutions k.

**TO:** Honorable Mayor and City Council  
**FROM:** Nick Fidler, Public Works Director  
**DATE:** 9/3/2019  
**WARD:** Ward(s) 1, 2, 6  
**SUBJECT:** Resolutions to add the following territories to the Consolidated Maintenance District and approving, confirming, and adopting the Public Works Director's Report for each:

1. Area 1-123 (2902 Mosasco Street) – Ward 4
2. Area 1-124 (2818 & 2826 Mosasco Street) – Ward 4
3. Area 4-198 (901 E. Truxtun Avenue) – Ward 2
4. Area 5-100 (104 E. White Lane) – Ward 1
5. Area 1-125 (7530 Rosedale Highway) – Ward 3
6. Area 2-76 (5801 Sundale Avenue) – Ward 6
7. Area 4-199 (140 Columbus Street) – Ward 3
8. Area 4-200 (809 P Street) – Ward 1
9. Area 4-201 (1332 K Street) – Ward 2
10. Area 3-113 (4901 Poppyseed Street) – Ward 6

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## STAFF RECOMMENDATION:

Staff recommends adoption of the resolutions.

## BACKGROUND:

On September 11, 2019 the Council adopted Resolutions of Intention No. 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, and 2020 respectively, to add the above territories to 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 parks and/or street landscaping. For an area where a park has been constructed and/or street landscaping has already been installed, the area will be under the park and streetscape zones of benefit and will be assigned appropriate tier levels during the next Annual Update to the consolidated maintenance district. For an area where a park and/or street landscaping has not been installed, the area will be assigned appropriate tier levels when improvements are constructed.

The addition of these territories to the Consolidated Maintenance District is not prohibited by

## Proposition 218.

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 for each territory with the Kern County Assessor-Recorder's Office upon approval of these Resolutions.

### ATTACHMENTS:

Description	Type
▣ Resolution adding Area 1-123 to the CMD	Resolution
▣ MD 1-123 Exhibit 1	Exhibit
▣ MD 1-123 Exhibit A	Exhibit
▣ MD 1-123 Exhibit B	Exhibit
▣ MD 1-123 Exhibit C	Exhibit
▣ MD 1-123 Exhibit D	Exhibit
▣ MD 1-123 Exhibit E	Exhibit
▣ MD 1-123 Exhibit F	Exhibit
▣ Resolution adding Area 1-124 to the CMD	Resolution
▣ MD 1-124 Exhibit 1	Exhibit
▣ MD 1-124 Exhibit A	Exhibit
▣ MD 1-124 Exhibit B	Exhibit
▣ MD 1-124 Exhibit C	Exhibit
▣ MD 1-124 Exhibit D	Exhibit
▣ MD 1-124 Exhibit E	Exhibit
▣ MD 1-124 Exhibit F	Exhibit
▣ Resolution adding Area 4-198 to the CMD	Resolution
▣ MD 4-198 Exhibit 1	Exhibit
▣ MD 4-198 Exhibit A	Exhibit
▣ MD 4-198 Exhibit B	Exhibit
▣ MD 4-198 Exhibit C	Exhibit
▣ MD 4-198 Exhibit D	Exhibit
▣ MD 4-198 Exhibit E	Exhibit
▣ MD 4-198 Exhibit F	Exhibit
▣ Resolution adding Area 5-100 to the CMD	Resolution
▣ MD 5-100 Exhibit 1	Exhibit
▣ MD 5-100 Exhibit A	Exhibit
▣ MD 5-100 Exhibit B	Exhibit
▣ MD 5-100 Exhibit C	Exhibit
▣ MD 5-100 Exhibit D	Exhibit

▣ MD 5-100 Exhibit E	Exhibit
▣ MD 5-100 Exhibit F	Exhibit
▣ Resolution adding Area 1-125 to the CMD	Resolution
▣ MD 1-125 Exhibit 1	Exhibit
▣ MD 1-125 Exhibit A	Exhibit
▣ MD 1-125 Exhibit B	Exhibit
▣ MD 1-125 Exhibit C	Exhibit
▣ MD 1-125 Exhibit D	Exhibit
▣ MD 1-125 Exhibit E	Exhibit
▣ MD 1-125 Exhibit F	Exhibit
▣ Resolution adding Area 2-76 to the CMD	Resolution
▣ MD 2-76 Exhibit 1	Exhibit
▣ MD 2-76 Exhibit A	Exhibit
▣ MD 2-76 Exhibit B	Exhibit
▣ MD 2-76 Exhibit C	Exhibit
▣ MD 2-76 Exhibit D	Exhibit
▣ MD 2-76 Exhibit E	Exhibit
▣ MD 2-76 Exhibit F	Exhibit
▣ Resolution adding Area 4-199 to the CMD	Resolution
▣ MD 4-199 Exhibit 1	Exhibit
▣ MD 4-199 Exhibit A	Exhibit
▣ MD 4-199 Exhibit B	Exhibit
▣ MD 4-199 Exhibit C	Exhibit
▣ MD 4-199 Exhibit D	Exhibit
▣ MD 4-199 Exhibit E	Exhibit
▣ MD 4-199 Exhibit F	Exhibit
▣ Resolution adding Area 4-200 to the CMD	Resolution
▣ MD 4-200 Exhibit 1	Exhibit
▣ MD 4-200 Exhibit A	Exhibit
▣ MD 4-200 Exhibit B	Exhibit
▣ MD 4-200 Exhibit C	Exhibit
▣ MD 4-200 Exhibit D	Exhibit
▣ MD 4-200 Exhibit E	Exhibit
▣ MD 4-200 Exhibit F	Exhibit
▣ Resolution adding Area 4-201 to the CMD	Resolution
▣ MD 4-201 Exhibit 1	Exhibit
▣ MD 4-201 Exhibit A	Exhibit
▣ MD 4-201 Exhibit B	Exhibit
▣ MD 4-201 Exhibit C	Exhibit
▣ MD 4-201 Exhibit D	Exhibit
▣ MD 4-201 Exhibit E	Exhibit
▣ MD 4-201 Exhibit F	Exhibit
▣ Resolution adding Area 3-113 to the CMD	Resolution
▣ MD 3-113 Exhibit 1	Exhibit



▣	MD 3-113 Exhibit A	Exhibit
▣	MD 3-113 Exhibit B	Exhibit
▣	MD 3-113 Exhibit C	Exhibit
▣	MD 3-113 Exhibit D	Exhibit
▣	MD 3-113 Exhibit E	Exhibit
▣	MD 3-113 Exhibit F	Exhibit

**A RESOLUTION ADDING TERRITORY, AREA 1-123 (2902 MOSASCO STREET) TO THE CONSOLIDATED MAINTENANCE DISTRICT; 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 4)**

**WHEREAS**, the Public Works Director has filed with the City Clerk the Public Works Director's Report, including a budget, assessment formula, improvements to be maintained by the district, description of property and proposed assessments; and

**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"); and

**WHEREAS**, as set forth in the attached Public Works Director's Report (Exhibit 1), the property within this new area reflects that portion of the cost of maintenance of public street landscaping and/or a 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 its zoning and size.

**WHEREAS**, it is the intention of the City Council of the City of Bakersfield to add Area 1-123, generally described in Exhibit "A" attached hereto, to the CMD, in order to maintain local improvements including street landscaping and/or a public park; and

**WHEREAS**, the City Council of the City of Bakersfield, State of California, heretofore by Resolution of Intention No. 2011 declared its intention to add territory to the CMD, preliminarily confirmed and approved the Public Works Director's Report, the boundaries of the proposed additional territory, the fairness of the benefit formula, and the amount of assessment to be levied against each parcel. Said additional territory shall be designated Area 1-123, as shown and designated on that certain map entitled "Map and Assessment Diagram for Addition of Territory, Area 1-123 (2902 Mosasco Street), to the Consolidated Maintenance District, Bakersfield, California," for this fiscal year on file in the offices of the City Clerk and Public Works Director, City of Bakersfield; 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 Council hereby adds territory, Area 1-123 to the CMD and confirms and adopts the Public Works Director's Report, including the amounts of assessment for each assessed parcel.
3. Exhibits "A" and "B" describe the additional territory.
4. All parcels within this additional territory shall be 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. However, parcels will not be assessed until park and/or street landscape improvements have been installed. When park and/or street landscape improvements have been completed, the appropriate park and street tiers 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. The benefit formula (Exhibit "C"), budget (Exhibit "D"), assessment roll (Exhibit "E"), and letter from the property owner(s) requesting inclusion in the CMD (Exhibit "F") are attached hereto.
5. The Kern County Tax Collector is hereby authorized to collect such assessments.
6. Beginning in the 2019-2020 fiscal year and each fiscal year thereafter, the Public Works Director is hereby directed to prepare an annual report, as provided in Chapter 13.04 of the Bakersfield Municipal Code, and file it with the City Clerk within the time allowed for placement of assessments on the County tax rolls for the applicable fiscal year. Upon filing of the annual report, the Clerk shall set a hearing before the City Council and give Notice of Hearing in the manner prescribed in Chapter 13.04 of said code.
7. The City Council hereby reserves the right to perform the work of maintenance and operation of the public improvements by City forces or by private contractor. Such determination and election is to be made for each year at the time the budget and assessment is approved for the year in question.

**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 "1"    Exhibit "D"  
Exhibit "A"    Exhibit "E"  
Exhibit "B"    Exhibit "F"  
Exhibit "C"

## **PUBLIC WORKS DIRECTOR'S REPORT**

### **ADDITION OF TERRITORY, AREA 1-123**

Fiscal Year 2019-2020

Addition of territory to the Consolidated Maintenance District, as shown in Exhibit "A" is generally described as 2902 Mosasco Street 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 1-123

An area located in Section 19, Township 29 S, Range 27 E M.D.B. & M., more particularly described as follows:

SPR 18-0132

2902 Mosasco St. Bakersfield California

Containing: 0.16 Acres, more or less.

MAP AND ASSESSMENT DIAGRAM  
FOR ADDITION OF TERRITORY  
(AREA 1-123) TO THE  
CONSOLIDATED MAINTENANCE DISTRICT  
BAKERSFIELD, CALIFORNIA

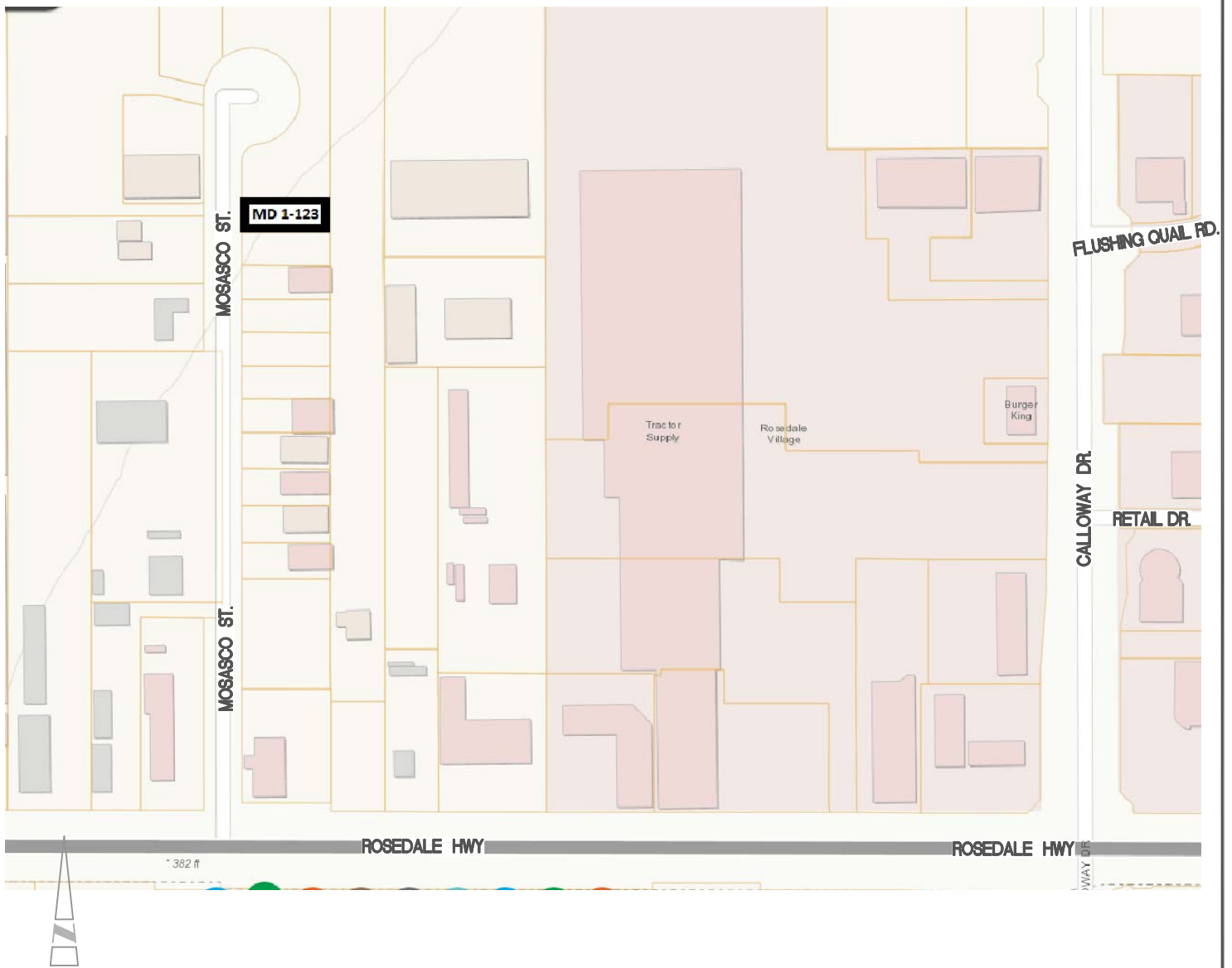


EXHIBIT "B"



**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

## MAINTENANCE DISTRICT AREA 1-123

Said assessment is made in accordance with the benefit formula attached hereto.

### 2019-2020 BUDGET

<b>Gross Budget Amount Required</b>	\$0.00
(City Staff Services or Contract, Supplies, Materials and Utilities)	
<b>Estimated Beginning Fund Balance(Deficit) **</b>	\$0.00
<b>Less: City Contributions</b>	<u>\$0.00</u>
<b>NET AMOUNT TO BE ASSESSED</b>	\$0.00

\*\* Previous Years Deficits No Longer Carried Forward.

## MAINTENANCE DISTRICT AREA 1-123

### ASSESSMENT ROLL

FISCAL YEAR 2019-2020

Assessor's Tax No.	Total amount to be collected for FY (2019-2020)
450-052-57-00-6	\$0.00
Total	\$0.00

**Inclusion of a Subdivision into the Consolidated Maintenance District**

SMT Holdings, LLC  
6001 Hageman Rd.  
Bakersfield, CA 93308  
05-28-2019

City of Bakersfield - Public Works Department  
Attn: Jim Schroeter  
1600 Truxtun Avenue  
Bakersfield, California 93301

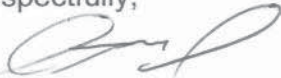
Dear Mr. Schroeter:

**RE: Inclusion of Parcel Map PM 10037, Lot 1 in a Consolidated Maintenance District (CMD)**

We, the undersigned, as owners of the property included within Parcel Map PM 10037, Lot 1 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,



Steve McGowan  
Owner

**A RESOLUTION ADDING TERRITORY, AREA 1-124  
(2818 & 2826 MOSASCO STREET) TO THE  
CONSOLIDATED MAINTENANCE DISTRICT;  
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 4)**

**WHEREAS**, the Public Works Director has filed with the City Clerk the Public Works Director's Report, including a budget, assessment formula, improvements to be maintained by the district, description of property and proposed assessments; and

**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"); and

**WHEREAS**, as set forth in the attached Public Works Director's Report (Exhibit 1), the property within this new area reflects that portion of the cost of maintenance of public street landscaping and/or a 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 its zoning and size.

**WHEREAS**, it is the intention of the City Council of the City of Bakersfield to add Area 1-124, generally described in Exhibit "A" attached hereto, to the CMD, in order to maintain local improvements including street landscaping and/or a public park; and

**WHEREAS**, the City Council of the City of Bakersfield, State of California, heretofore by Resolution of Intention No. 2012 declared its intention to add territory to the CMD, preliminarily confirmed and approved the Public Works Director's Report, the boundaries of the proposed additional territory, the fairness of the benefit formula, and the amount of assessment to be levied against each parcel. Said additional territory shall be designated Area 1-124, as shown and designated on that certain map entitled "Map and Assessment Diagram for Addition of Territory, Area 1-124 (2818 & 2826 Mosasco Street), to the Consolidated Maintenance District, Bakersfield, California," for this fiscal

year on file in the offices of the City Clerk and Public Works Director, City of Bakersfield; 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 Council hereby adds territory, Area 1-124 to the CMD and confirms and adopts the Public Works Director's Report, including the amounts of assessment for each assessed parcel.
3. Exhibits "A" and "B" describe the additional territory.
4. All parcels within this additional territory shall be 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. However, parcels will not be assessed until park and/or street landscape improvements have been installed. When park and/or street landscape improvements have been completed, the appropriate park and street tiers 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. The benefit formula (Exhibit "C"), budget (Exhibit "D"), assessment roll (Exhibit "E"), and letter from the property owner(s) requesting inclusion in the CMD (Exhibit "F") are attached hereto.
5. The Kern County Tax Collector is hereby authorized to collect such assessments.
6. Beginning in the 2019-2020 fiscal year and each fiscal year thereafter, the Public Works Director is hereby directed to prepare an annual report, as provided in Chapter 13.04 of the Bakersfield Municipal Code, and file it with the City Clerk within the time allowed for placement of assessments on the County tax rolls for the applicable fiscal year. Upon filing of the annual report, the Clerk shall set a hearing before the City Council and give Notice of Hearing in the manner prescribed in Chapter 13.04 of said code.
7. The City Council hereby reserves the right to perform the work of maintenance and operation of the public improvements by City forces or by private contractor. Such determination and election is to be made for each year at the time the budget and assessment is approved for the year in question.

**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 "1"    Exhibit "D"  
Exhibit "A"    Exhibit "E"  
Exhibit "B"    Exhibit "F"  
Exhibit "C"

## **PUBLIC WORKS DIRECTOR'S REPORT**

### **ADDITION OF TERRITORY, AREA 1-124**

Fiscal Year 2019-2020

Addition of territory to the Consolidated Maintenance District, as shown in Exhibit "A" is generally described as 2818 & 2826 Mosasco Street 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 1-124

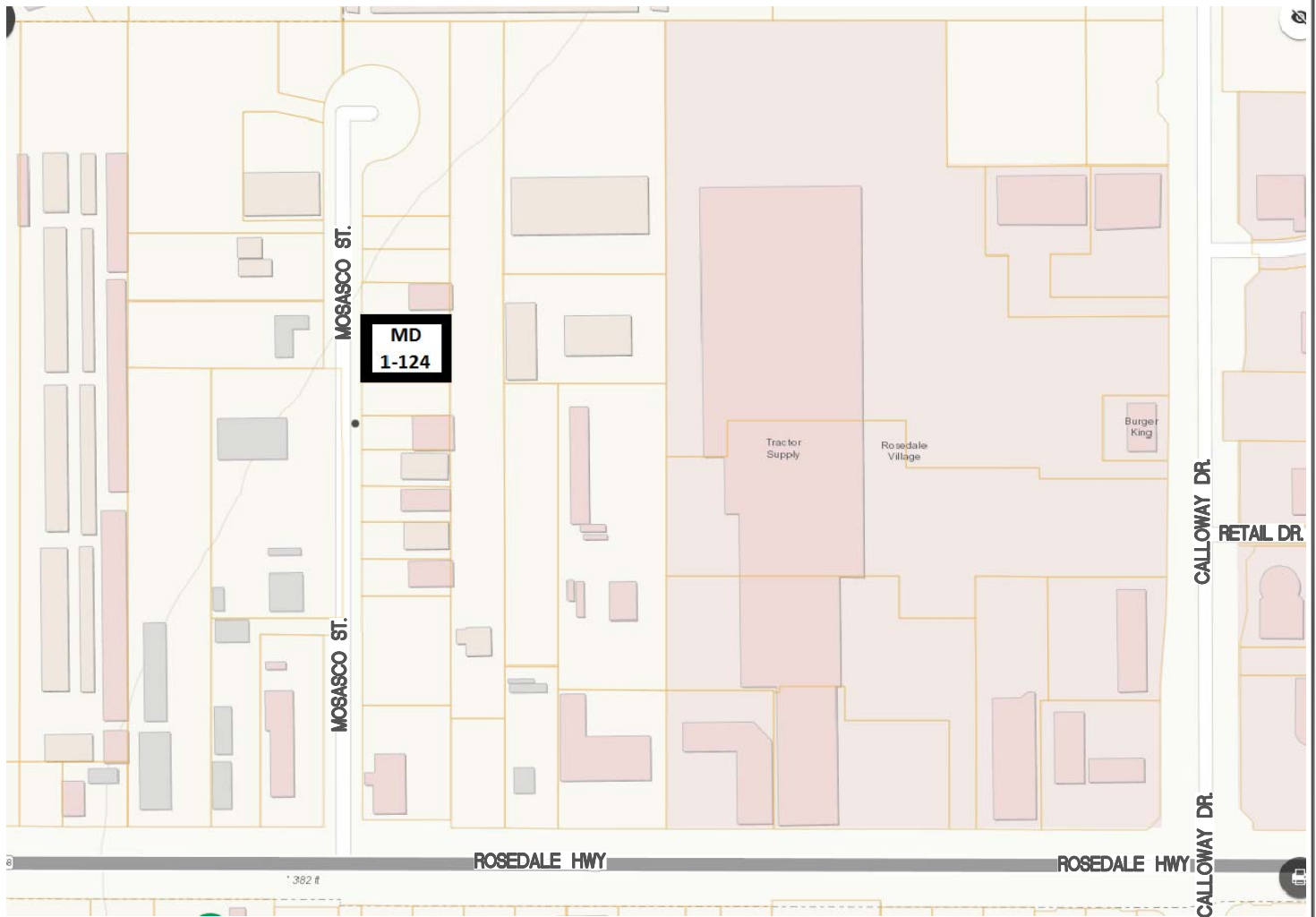
An area located in Section 19, Township 29 S, Range 27 E M.D.B. & M., more particularly described as follows:

SPR 18-0483 & 18-0484

2818 & 2826 Mosasco St. Bakersfield California

Containing: 0.32 Acres, more or less.

MAP AND ASSESSMENT DIAGRAM  
FOR ADDITION OF TERRITORY  
(AREA 1-124) TO THE  
CONSOLIDATED MAINTENANCE DISTRICT  
BAKERSFIELD, CALIFORNIA



NOT TO SCALE

EXHIBIT "B"

FILE: MD 1-124 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

## MAINTENANCE DISTRICT AREA 1-124

Said assessment is made in accordance with the benefit formula attached hereto.

### 2019-2020 BUDGET

<b>Gross Budget Amount Required</b>	\$0.00
(City Staff Services or Contract, Supplies, Materials and Utilities)	
<b>Estimated Beginning Fund Balance(Deficit) **</b>	\$0.00
<b>Less: City Contributions</b>	<u>\$0.00</u>
<b>NET AMOUNT TO BE ASSESSED</b>	\$0.00

\*\* Previous Years Deficits No Longer Carried Forward.

## MAINTENANCE DISTRICT AREA 1-124

### ASSESSMENT ROLL

FISCAL YEAR 2019-2020

Assessor's Tax No.	Total amount to be collected for FY (2019-2020)
450-052-60-00-4	\$0.00
Total	\$0.00

**Inclusion of a Subdivision into the Consolidated Maintenance District**

Ellis & Gudmundson Properties, LLC  
Lynn Gudmundson - Member  
May 10, 2019

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.** SPR 18-0484 + **in a Consolidated Maintenance District (CMD)**  
SPR 18-0483

We, the undersigned, as owners of the property included within *(choose one of the following)* **Tract Map • Parcel Map • Parcel Map Waiver • No. SPR 18-0484 +** 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 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,



Lynn Gudmundson - Member  
Ellis & Gudmundson Properties, LLC

**A RESOLUTION ADDING TERRITORY, AREA 4-198 (901 E. TRUXTUN AVENUE) TO THE CONSOLIDATED MAINTENANCE DISTRICT; 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**, the Public Works Director has filed with the City Clerk the Public Works Director's Report, including a budget, assessment formula, improvements to be maintained by the district, description of property and proposed assessments; and

**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"); and

**WHEREAS**, as set forth in the attached Public Works Director's Report (Exhibit 1), the property within this new area reflects that portion of the cost of maintenance of public street landscaping and/or a 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 its zoning and size.

**WHEREAS**, it is the intention of the City Council of the City of Bakersfield to add Area 4-198, generally described in Exhibit "A" attached hereto, to the CMD, in order to maintain local improvements including street landscaping and/or a public park; and

**WHEREAS**, the City Council of the City of Bakersfield, State of California, heretofore by Resolution of Intention No. 2013 declared its intention to add territory to the CMD, preliminarily confirmed and approved the Public Works Director's Report, the boundaries of the proposed additional territory, the fairness of the benefit formula, and the amount of assessment to be levied against each parcel. Said additional territory shall be designated Area 4-198, as shown and designated on that certain map entitled "Map and Assessment Diagram for Addition of Territory, Area 4-198 (901 E. Truxtun Avenue), to



the Consolidated Maintenance District, Bakersfield, California," for this fiscal year on file in the offices of the City Clerk and Public Works Director, City of Bakersfield; 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 Council hereby adds territory, Area 4-198 to the CMD and confirms and adopts the Public Works Director's Report, including the amounts of assessment for each assessed parcel.
3. Exhibits "A" and "B" describe the additional territory.
4. All parcels within this additional territory shall be 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. However, parcels will not be assessed until park and/or street landscape improvements have been installed. When park and/or street landscape improvements have been completed, the appropriate park and street tiers 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. The benefit formula (Exhibit "C"), budget (Exhibit "D"), assessment roll (Exhibit "E"), and letter from the property owner(s) requesting inclusion in the CMD (Exhibit "F") are attached hereto.
5. The Kern County Tax Collector is hereby authorized to collect such assessments.
6. Beginning in the 2019-2020 fiscal year and each fiscal year thereafter, the Public Works Director is hereby directed to prepare an annual report, as provided in Chapter 13.04 of the Bakersfield Municipal Code, and file it with the City Clerk within the time allowed for placement of assessments on the County tax rolls for the applicable fiscal year. Upon filing of the annual report, the Clerk shall set a hearing before the City Council and give Notice of Hearing in the manner prescribed in Chapter 13.04 of said code.
7. The City Council hereby reserves the right to perform the work of maintenance and operation of the public improvements by City forces or by private contractor. Such determination and election is to be made for each year at the time the budget and assessment is approved for the year in question.

**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 "1"    Exhibit "D"  
Exhibit "A"    Exhibit "E"  
Exhibit "B"    Exhibit "F"  
Exhibit "C"

## **PUBLIC WORKS DIRECTOR'S REPORT**

### **ADDITION OF TERRITORY, AREA 4-198**

Fiscal Year 2019-2020

Addition of territory to the Consolidated Maintenance District, as shown in Exhibit "A" is described as 901 E. Truxtun Avenue 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 4-198

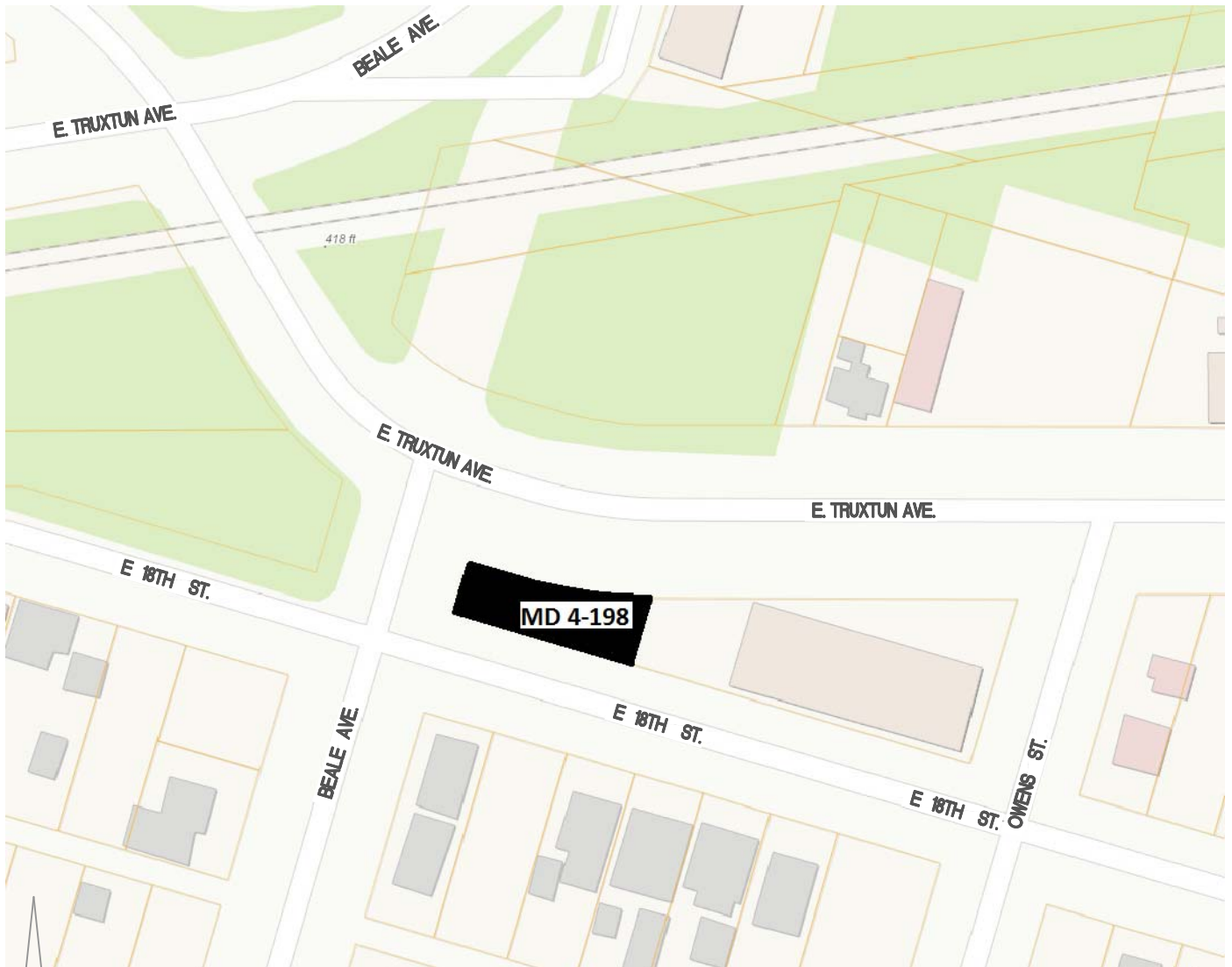
An area located in Section 29, Township 29, Range 28 M.D.B. & M., more particularly described as follows:

SPR 18-0067

901 E Truxtun Ave. Bakersfield California

Containing: 0.12 Acres, more or less.

MAP AND ASSESSMENT DIAGRAM  
FOR ADDITION OF TERRITORY  
(AREA 4-198) TO THE  
CONSOLIDATED MAINTENANCE DISTRICT  
BAKERSFIELD, CALIFORNIA



NOT TO SCALE

EXHIBIT "B"

FILE: MD 4-198 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

## MAINTENANCE DISTRICT AREA 4-198

Said assessment is made in accordance with the benefit formula attached hereto.

### 2019-2020 BUDGET

<b>Gross Budget Amount Required</b>	\$0.00
(City Staff Services or Contract, Supplies, Materials and Utilities)	
<b>Estimated Beginning Fund Balance(Deficit) **</b>	\$0.00
<b>Less: City Contributions</b>	<u>\$0.00</u>
<b>NET AMOUNT TO BE ASSESSED</b>	\$0.00

\*\* Previous Years Deficits No Longer Carried Forward.



## MAINTENANCE DISTRICT AREA 4-198

### ASSESSMENT ROLL

FISCAL YEAR 2019-2020

Assessor's Tax No.

Total amount to  
be collected for  
FY (2019-2020)

017-160-07-00-0

\$0.00

Total

\$0.00

**Inclusion of a Subdivision into the Consolidated Maintenance District**

(LETTERHEAD) Miguel Angel Garcia Espinoza pugarciam1@gmail.com  
(Date) 8500 scotch pine ct Bakersfield CA 93311

5-30-2019

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) ~~Tract Map~~ • ~~Parcel Map~~ • ~~Parcel Map~~  
~~Waiver No.~~ SPR 18-0067 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 18-0067 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) Miguel Angel Garcia Espinoza  
(Title) OWNER

**A RESOLUTION ADDING TERRITORY, AREA 5-100 (104 E. WHITE LANE) TO THE CONSOLIDATED MAINTENANCE DISTRICT; 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**, the Public Works Director has filed with the City Clerk the Public Works Director's Report, including a budget, assessment formula, improvements to be maintained by the district, description of property and proposed assessments; and

**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"); and

**WHEREAS**, as set forth in the attached Public Works Director's Report (Exhibit 1), the property within this new area reflects that portion of the cost of maintenance of public street landscaping and/or a 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 its zoning and size.

**WHEREAS**, it is the intention of the City Council of the City of Bakersfield to add Area 5-100, generally described in Exhibit "A" attached hereto, to the CMD, in order to maintain local improvements including street landscaping and/or a public park; and

**WHEREAS**, the City Council of the City of Bakersfield, State of California, heretofore by Resolution of Intention No. 2014 declared its intention to add territory to the CMD, preliminarily confirmed and approved the Public Works Director's Report, the boundaries of the proposed additional territory, the fairness of the benefit formula, and the amount of assessment to be levied against each parcel. Said additional territory shall be designated Area 5-100, as shown and designated on that certain map entitled "Map and Assessment Diagram for Addition of Territory, Area 5-100 (104 E. White Lane), to the

Consolidated Maintenance District, Bakersfield, California," for this fiscal year on file in the offices of the City Clerk and Public Works Director, City of Bakersfield; 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 Council hereby adds territory, Area 5-100 to the CMD and confirms and adopts the Public Works Director's Report, including the amounts of assessment for each assessed parcel.
3. Exhibits "A" and "B" describe the additional territory.
4. All parcels within this additional territory shall be 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. However, parcels will not be assessed until park and/or street landscape improvements have been installed. When park and/or street landscape improvements have been completed, the appropriate park and street tiers 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. The benefit formula (Exhibit "C"), budget (Exhibit "D"), assessment roll (Exhibit "E"), and letter from the property owner(s) requesting inclusion in the CMD (Exhibit "F") are attached hereto.
5. The Kern County Tax Collector is hereby authorized to collect such assessments.
6. Beginning in the 2019-2020 fiscal year and each fiscal year thereafter, the Public Works Director is hereby directed to prepare an annual report, as provided in Chapter 13.04 of the Bakersfield Municipal Code, and file it with the City Clerk within the time allowed for placement of assessments on the County tax rolls for the applicable fiscal year. Upon filing of the annual report, the Clerk shall set a hearing before the City Council and give Notice of Hearing in the manner prescribed in Chapter 13.04 of said code.
7. The City Council hereby reserves the right to perform the work of maintenance and operation of the public improvements by City forces or by private contractor. Such determination and election is to be made for each year at the time the budget and assessment is approved for the year in question.

**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 "1"    Exhibit "D"  
Exhibit "A"    Exhibit "E"  
Exhibit "B"    Exhibit "F"  
Exhibit "C"

## **PUBLIC WORKS DIRECTOR'S REPORT**

### **ADDITION OF TERRITORY, AREA 5-100**

Fiscal Year 2019-2020

Addition of territory to the Consolidated Maintenance District, as shown in Exhibit "A" is described as 104 E. White Lane 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 5-100

An area located in Section 17, Township 30, Range 28 M.D.B. & M., more particularly described as follows:

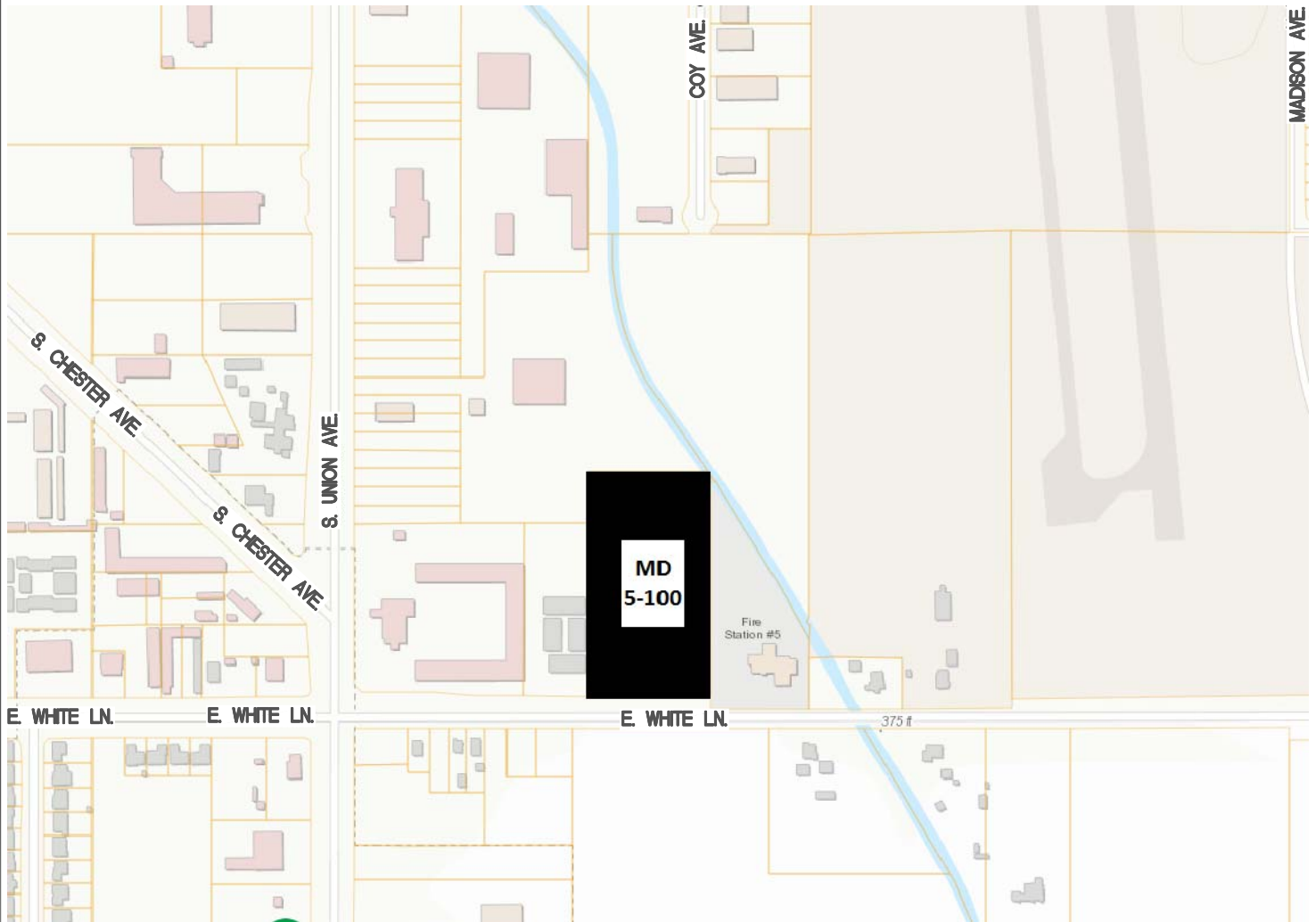
CUP 15-0275

104 E White Lane Bakersfield California

Containing: 4.76 Acres, more or less.



MAP AND ASSESSMENT DIAGRAM  
FOR ADDITION OF TERRITORY  
(AREA 5-100) TO THE  
CONSOLIDATED MAINTENANCE DISTRICT  
BAKERSFIELD, CALIFORNIA



NOT TO SCALE

**EXHIBIT "B"**

FILE: MD 5-100 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

## MAINTENANCE DISTRICT AREA 5-100

Said assessment is made in accordance with the benefit formula attached hereto.

### 2019-2020 BUDGET

<b>Gross Budget Amount Required</b>	\$0.00
(City Staff Services or Contract, Supplies, Materials and Utilities)	
<b>Estimated Beginning Fund Balance(Deficit) **</b>	\$0.00
<b>Less: City Contributions</b>	<u>\$0.00</u>
<b>NET AMOUNT TO BE ASSESSED</b>	\$0.00

\*\* Previous Years Deficits No Longer Carried Forward.

## MAINTENANCE DISTRICT AREA 5-100

### ASSESSMENT ROLL

FISCAL YEAR 2019-2020

Assessor's Tax No.	Total amount to be collected for FY (2019-2020)
172-180-09-00-4	\$0.00
Total	\$0.00

**Inclusion of a Subdivision into the Consolidated Maintenance District**

Crown Express  
4601 White Gate Lane  
Bakersfield, CA 93313-5566

June 17, 2019

City of Bakersfield - Public Works Department  
Attn: Daniel Padilla  
1600 Truxtun Avenue  
Bakersfield, California 93301

Dear Mr. Padilla:

**RE: Inclusion of 104 White Lane, Bakersfield, CA 93307 in a Consolidated Maintenance District (CMD)**

We, the undersigned, as owners of the property included within **104 White Lane, Bakersfield, CA 93307** 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,

Sewa Singh  
Owner

**A RESOLUTION ADDING TERRITORY, AREA 1-125 (7530 ROSEDALE HIGHWAY) TO THE CONSOLIDATED MAINTENANCE DISTRICT; 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**, the Public Works Director has filed with the City Clerk the Public Works Director's Report, including a budget, assessment formula, improvements to be maintained by the district, description of property and proposed assessments; and

**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"); and

**WHEREAS**, as set forth in the attached Public Works Director's Report (Exhibit 1), the property within this new area reflects that portion of the cost of maintenance of public street landscaping and/or a 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 its zoning and size.

**WHEREAS**, it is the intention of the City Council of the City of Bakersfield to add Area 1-125, generally described in Exhibit "A" attached hereto, to the CMD, in order to maintain local improvements including street landscaping and/or a public park; and

**WHEREAS**, the City Council of the City of Bakersfield, State of California, heretofore by Resolution of Intention No. 2015 declared its intention to add territory to the CMD, preliminarily confirmed and approved the Public Works Director's Report, the boundaries of the proposed additional territory, the fairness of the benefit formula, and the amount of assessment to be levied against each parcel. Said additional territory shall be designated Area 1-125, as shown and designated on that certain map entitled "Map and Assessment Diagram for Addition of Territory, Area 1-125 (7530 Rosedale Highway), to the Consolidated Maintenance District, Bakersfield, California," for this fiscal year on file in the offices of the City Clerk and Public Works Director, City of Bakersfield; 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 Council hereby adds territory, Area 1-125 to the CMD and confirms and adopts the Public Works Director's Report, including the amounts of assessment for each assessed parcel.
3. Exhibits "A" and "B" describe the additional territory.
4. All parcels within this additional territory shall be 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. However, parcels will not be assessed until park and/or street landscape improvements have been installed. When park and/or street landscape improvements have been completed, the appropriate park and street tiers 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. The benefit formula (Exhibit "C"), budget (Exhibit "D"), assessment roll (Exhibit "E"), and letter from the property owner(s) requesting inclusion in the CMD (Exhibit "F") are attached hereto.
5. The Kern County Tax Collector is hereby authorized to collect such assessments.
6. Beginning in the 2019-2020 fiscal year and each fiscal year thereafter, the Public Works Director is hereby directed to prepare an annual report, as provided in Chapter 13.04 of the Bakersfield Municipal Code, and file it with the City Clerk within the time allowed for placement of assessments on the County tax rolls for the applicable fiscal year. Upon filing of the annual report, the Clerk shall set a hearing before the City Council and give Notice of Hearing in the manner prescribed in Chapter 13.04 of said code.
7. The City Council hereby reserves the right to perform the work of maintenance and operation of the public improvements by City forces or by private contractor. Such determination and election is to be made for each year at the time the budget and assessment is approved for the year in question.

**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 "1"    Exhibit "D"  
Exhibit "A"    Exhibit "E"  
Exhibit "B"    Exhibit "F"  
Exhibit "C"



## **PUBLIC WORKS DIRECTOR'S REPORT**

### **ADDITION OF TERRITORY, AREA 1-125**

Fiscal Year 2019-2020

Addition of territory to the Consolidated Maintenance District, as shown in Exhibit "A" is generally described as 7530 Rosedale Highway 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 1-125

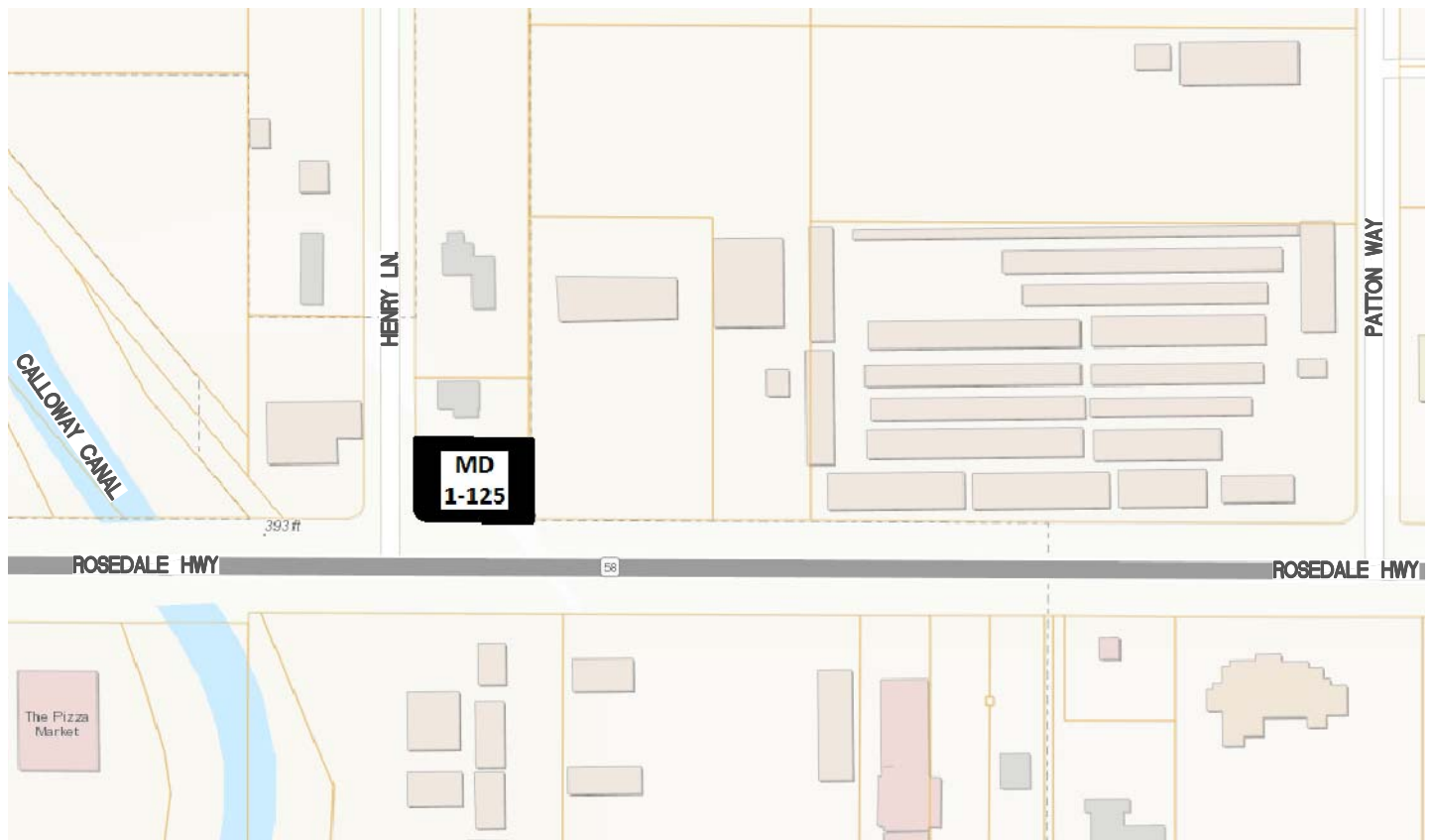
An area located in Section 21, Township 29 S, Range 27 E M.D.B. & M., more particularly described as follows:

CUP 18-0317

7530 Rosedale Hwy Bakersfield California

Containing: 0.29 Acres, more or less.

MAP AND ASSESSMENT DIAGRAM  
FOR ADDITION OF TERRITORY  
(AREA 1-125) TO THE  
CONSOLIDATED MAINTENANCE DISTRICT  
BAKERSFIELD, CALIFORNIA



NOT TO SCALE

EXHIBIT "B"

FILE: MD 1-125 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

## MAINTENANCE DISTRICT AREA 1-125

Said assessment is made in accordance with the benefit formula attached hereto.

### 2019-2020 BUDGET

<b>Gross Budget Amount Required</b>	\$0.00
(City Staff Services or Contract, Supplies, Materials and Utilities)	
<b>Estimated Beginning Fund Balance(Deficit) **</b>	\$0.00
<b>Less: City Contributions</b>	<u>\$0.00</u>
<b>NET AMOUNT TO BE ASSESSED</b>	\$0.00

\*\* Previous Years Deficits No Longer Carried Forward.

## MAINTENANCE DISTRICT AREA 1-125

### ASSESSMENT ROLL

FISCAL YEAR 2019-2020

Assessor's Tax No.	Total amount to be collected for FY (2019-2020)
452-060-23-00-0	\$0.00
Total	\$0.00

**Inclusion of a Subdivision into the Consolidated Maintenance District**

(LETTERHEAD) 4525 Ming ave  
(Date) Bakersfield, Ca. 93309  
6.20.19

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. CUP 18-0317 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. CUP 18-0317 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 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)  
(Title)

  
owner



**A RESOLUTION ADDING TERRITORY, AREA 2-76 (5801 SUNDAL AVENUE) TO THE CONSOLIDATED MAINTENANCE DISTRICT; 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**, the Public Works Director has filed with the City Clerk the Public Works Director's Report, including a budget, assessment formula, improvements to be maintained by the district, description of property and proposed assessments; and

**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"); and

**WHEREAS**, as set forth in the attached Public Works Director's Report (Exhibit 1), the property within this new area reflects that portion of the cost of maintenance of public street landscaping and/or a 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 its zoning and size.

**WHEREAS**, it is the intention of the City Council of the City of Bakersfield to add Area 2-76, generally described in Exhibit "A" attached hereto, to the CMD, in order to maintain local improvements including street landscaping and/or a public park; and

**WHEREAS**, the City Council of the City of Bakersfield, State of California, heretofore by Resolution of Intention No. 2016 declared its intention to add territory to the CMD, preliminarily confirmed and approved the Public Works Director's Report, the boundaries of the proposed additional territory, the fairness of the benefit formula, and the amount of assessment to be levied against each parcel. Said additional territory shall be designated Area 2-76, as shown and designated on that certain map entitled "Map and Assessment Diagram for Addition of Territory, Area 2-76 (5801 Sundale Avenue), to the Consolidated Maintenance District, Bakersfield, California," for this fiscal year on file in the offices of the City Clerk and Public Works Director, City of Bakersfield; 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 Council hereby adds territory, Area 2-76 to the CMD and confirms and adopts the Public Works Director's Report, including the amounts of assessment for each assessed parcel.
3. Exhibits "A" and "B" describe the additional territory.
4. All parcels within this additional territory shall be 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. However, parcels will not be assessed until park and/or street landscape improvements have been installed. When park and/or street landscape improvements have been completed, the appropriate park and street tiers 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. The benefit formula (Exhibit "C"), budget (Exhibit "D"), assessment roll (Exhibit "E"), and letter from the property owner(s) requesting inclusion in the CMD (Exhibit "F") are attached hereto.
5. The Kern County Tax Collector is hereby authorized to collect such assessments.
6. Beginning in the 2019-2020 fiscal year and each fiscal year thereafter, the Public Works Director is hereby directed to prepare an annual report, as provided in Chapter 13.04 of the Bakersfield Municipal Code, and file it with the City Clerk within the time allowed for placement of assessments on the County tax rolls for the applicable fiscal year. Upon filing of the annual report, the Clerk shall set a hearing before the City Council and give Notice of Hearing in the manner prescribed in Chapter 13.04 of said code.
7. The City Council hereby reserves the right to perform the work of maintenance and operation of the public improvements by City forces or by private contractor. Such determination and election is to be made for each year at the time the budget and assessment is approved for the year in question.

**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 "1"    Exhibit "D"  
Exhibit "A"    Exhibit "E"  
Exhibit "B"    Exhibit "F"  
Exhibit "C"

## **PUBLIC WORKS DIRECTOR'S REPORT**

### **ADDITION OF TERRITORY, AREA 2-76**

Fiscal Year 2019-2020

Addition of territory to the Consolidated Maintenance District, as shown in Exhibit "A" is described as 5801 Sundale 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 2-76

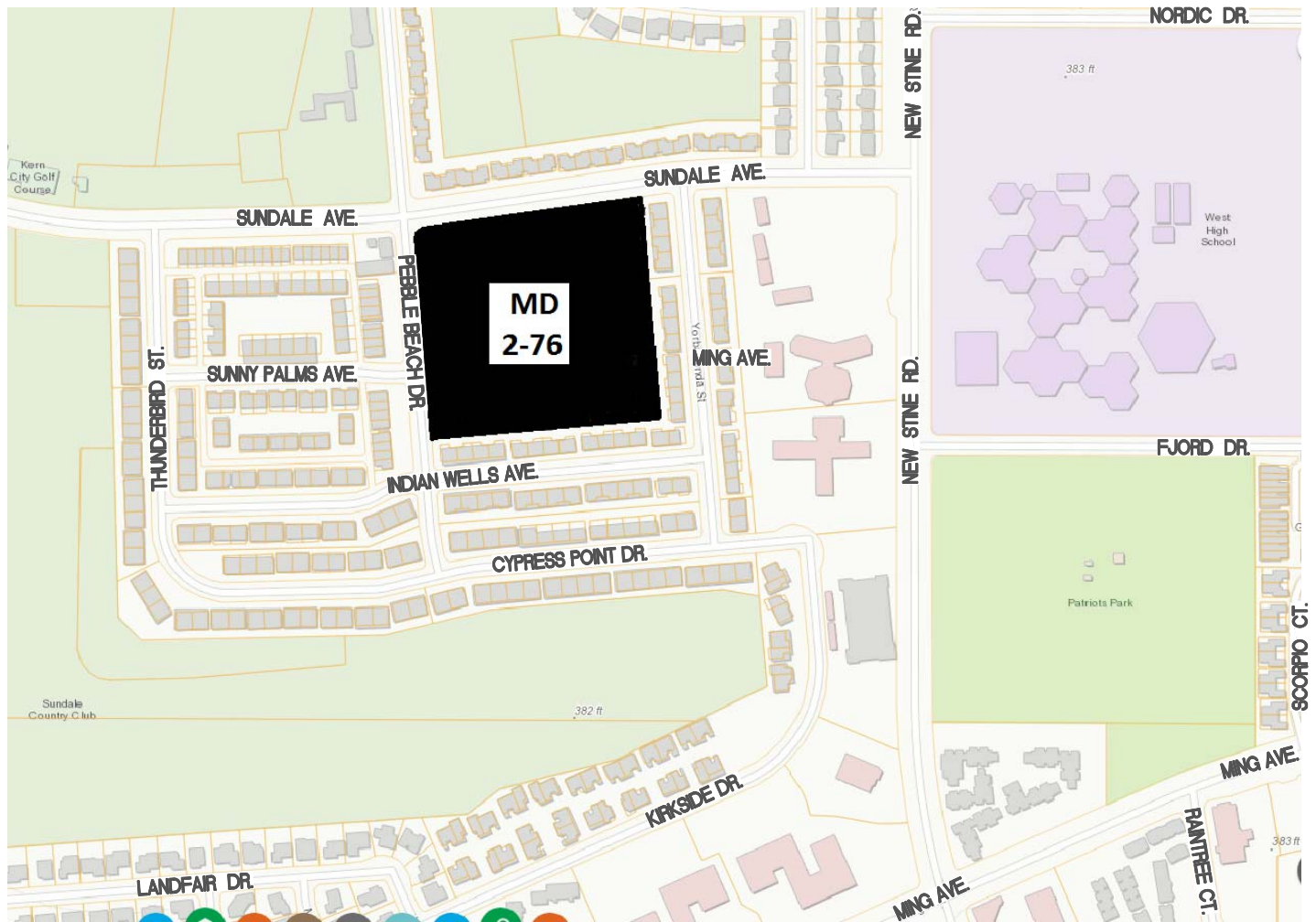
An area located in Section 3, Township 30, Range 27 M.D.B. & M., more particularly described as follows:

SPR 18-0463

5801 Sundale Ave Bakersfield California

Containing: 10.58 Acres, more or less.

MAP AND ASSESSMENT DIAGRAM  
FOR ADDITION OF TERRITORY  
(AREA 2-76) TO THE  
CONSOLIDATED MAINTENANCE DISTRICT  
BAKERSFIELD, CALIFORNIA



NOT TO SCALE

EXHIBIT "B"

FILE: MD 2-76 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



## MAINTENANCE DISTRICT AREA 2-76

Said assessment is made in accordance with the benefit formula attached hereto.

### 2019-2020 BUDGET

<b>Gross Budget Amount Required</b>	\$0.00
(City Staff Services or Contract, Supplies, Materials and Utilities)	
<b>Estimated Beginning Fund Balance(Deficit) **</b>	\$0.00
<b>Less: City Contributions</b>	<u>\$0.00</u>
<b>NET AMOUNT TO BE ASSESSED</b>	\$0.00

\*\* Previous Years Deficits No Longer Carried Forward.

## MAINTENANCE DISTRICT AREA 2-76

### ASSESSMENT ROLL

FISCAL YEAR 2019-2020

Assessor's Tax No.

Total amount to  
be collected for  
FY (2019-2020)

194-110-25-00-9

\$0.00

Total

\$0.00



# KERN HIGH SCHOOL DISTRICT

## BOARD OF TRUSTEES

J. Bryan Batey, President

Joey O'Connell, Vice President

Jeff Flores, Clerk

Cynthia Brakeman, Clerk Pro Tem

Janice Graves, Member

BRYON J. SCHAEFER, Ed.D., SUPERINTENDENT

5801 SUNDALE AVENUE • BAKERSFIELD • CALIFORNIA • 93309-2924 • (661) 827-3122 • FAX: (661) 827-3309

Scott Cole, Ed.D.  
Deputy Superintendent, Business

May 6, 2019

### **Inclusion of a Subdivision into the Consolidated Maintenance District**

#### **City of Bakersfield - Public Works Department**

Attn: Jim Schroeter

1600 Truxtun Avenue

Bakersfield, California 93301

Dear Mr. Schroeter:

RE: Inclusion of Parcel Map 1131 in a Consolidated Maintenance District (CMD)

We, the undersigned, as owners of the property included within Parcel Map No.1131 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 \_\_\_\_\_, 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,

Scott Cole Ed.D  
Deputy Superintendent, Business

**A RESOLUTION ADDING TERRITORY, AREA 4-199  
(140 COLUMBUS STREET) TO THE CONSOLIDATED  
MAINTENANCE DISTRICT; 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**, the Public Works Director has filed with the City Clerk the Public Works Director's Report, including a budget, assessment formula, improvements to be maintained by the district, description of property and proposed assessments; and

**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"); and

**WHEREAS**, as set forth in the attached Public Works Director's Report (Exhibit 1), the property within this new area reflects that portion of the cost of maintenance of public street landscaping and/or a 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 its zoning and size.

**WHEREAS**, it is the intention of the City Council of the City of Bakersfield to add Area 4-199, generally described in Exhibit "A" attached hereto, to the CMD, in order to maintain local improvements including street landscaping and/or a public park; and

**WHEREAS**, the City Council of the City of Bakersfield, State of California, heretofore by Resolution of Intention No. 2017 declared its intention to add territory to the CMD, preliminarily confirmed and approved the Public Works Director's Report, the boundaries of the proposed additional territory, the fairness of the benefit formula, and the amount of assessment to be levied against each parcel. Said additional territory shall be designated Area 4-199, as shown and designated on that certain map entitled "Map and Assessment Diagram for Addition of Territory, Area 4-199 (140 Columbus Street), to

the Consolidated Maintenance District, Bakersfield, California," for this fiscal year on file in the offices of the City Clerk and Public Works Director, City of Bakersfield; 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 Council hereby adds territory, Area 4-199 to the CMD and confirms and adopts the Public Works Director's Report, including the amounts of assessment for each assessed parcel.
3. Exhibits "A" and "B" describe the additional territory.
4. All parcels within this additional territory shall be 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. However, parcels will not be assessed until park and/or street landscape improvements have been installed. When park and/or street landscape improvements have been completed, the appropriate park and street tiers 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. The benefit formula (Exhibit "C"), budget (Exhibit "D"), assessment roll (Exhibit "E"), and letter from the property owner(s) requesting inclusion in the CMD (Exhibit "F") are attached hereto.
5. The Kern County Tax Collector is hereby authorized to collect such assessments.
6. Beginning in the 2019-2020 fiscal year and each fiscal year thereafter, the Public Works Director is hereby directed to prepare an annual report, as provided in Chapter 13.04 of the Bakersfield Municipal Code, and file it with the City Clerk within the time allowed for placement of assessments on the County tax rolls for the applicable fiscal year. Upon filing of the annual report, the Clerk shall set a hearing before the City Council and give Notice of Hearing in the manner prescribed in Chapter 13.04 of said code.
7. The City Council hereby reserves the right to perform the work of maintenance and operation of the public improvements by City forces or by private contractor. Such determination and election is to be made for each year at the time the budget and assessment is approved for the year in question.

**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 "1"    Exhibit "D"  
Exhibit "A"    Exhibit "E"  
Exhibit "B"    Exhibit "F"  
Exhibit "C"

## **PUBLIC WORKS DIRECTOR'S REPORT**

### **ADDITION OF TERRITORY, AREA 4-199**

Fiscal Year 2019-2020

Addition of territory to the Consolidated Maintenance District, as shown in Exhibit "A" is described as 140 Columbus 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 4-199

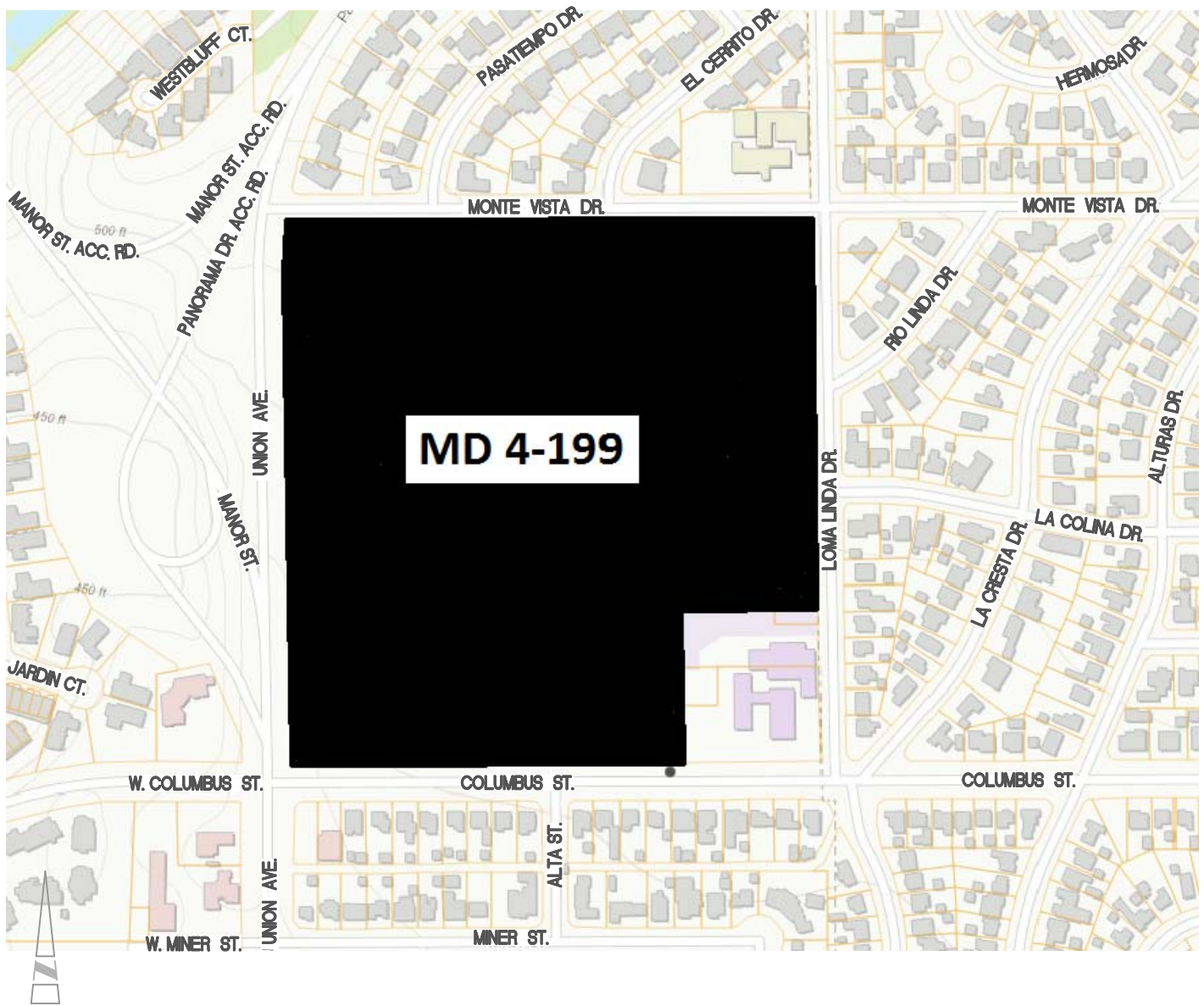
An area located in Section 17, Township 29, Range 28 M.D.B. & M., more particularly described as follows:

CUP 17-0423

140 Columbus St Bakersfield California

Containing: 32.25 Acres, more or less.

MAP AND ASSESSMENT DIAGRAM  
FOR ADDITION OF TERRITORY  
(AREA 4-199) TO THE  
CONSOLIDATED MAINTENANCE DISTRICT  
BAKERSFIELD, CALIFORNIA



NOT TO SCALE

EXHIBIT "B"

FILE: MD 4-199 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

## MAINTENANCE DISTRICT AREA 4-199

Said assessment is made in accordance with the benefit formula attached hereto.

### 2019-2020 BUDGET

<b>Gross Budget Amount Required</b>	\$0.00
(City Staff Services or Contract, Supplies, Materials and Utilities)	
<b>Estimated Beginning Fund Balance(Deficit) **</b>	\$0.00
<b>Less: City Contributions</b>	<u>\$0.00</u>
<b>NET AMOUNT TO BE ASSESSED</b>	\$0.00

\*\* Previous Years Deficits No Longer Carried Forward.

## MAINTENANCE DISTRICT AREA 4-199

### ASSESSMENT ROLL

FISCAL YEAR 2019-2020

Assessor's Tax No.	Total amount to be collected for FY (2019-2020)
122-200-01-00-0	\$0.00

Total	\$0.00
-------	--------



DIOCESE OF FRESNO

PASTORAL CENTER

1550 NORTH FRESNO STREET  
FRESNO, CALIFORNIA 93703-3788  
TELEPHONE (559) 488-7400

April 1, 2019

City of Bakersfield-Public Works Department  
Attn: Daniel Padilla  
1600 Truxtun Avenue  
Bakersfield CA 93301

Dear Mr. Padilla:

RE: **Inclusion of (140 Columbus Street Bakersfield) in a Consolidated Maintenance District (CMD).**

We, the undersigned as owners for the property included within **140 Columbus Street Bakersfield CA** 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 C.M.D. If requested, our engineer will supply you with a computer disk copy of the map for you 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 laws. We further understand that the hearing is scheduled April \_\_\_\_, 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,

The Roman Catholic Bishop of Fresno, A Corp Sole  
Reverend Monsignor Raymond Dreiling  
Attorney In Fact

/encl: Exhibit A

**A RESOLUTION ADDING TERRITORY, AREA 4-200 (809 P STREET) TO THE CONSOLIDATED MAINTENANCE DISTRICT; 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**, the Public Works Director has filed with the City Clerk the Public Works Director's Report, including a budget, assessment formula, improvements to be maintained by the district, description of property and proposed assessments; and

**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"); and

**WHEREAS**, as set forth in the attached Public Works Director's Report (Exhibit 1), the property within this new area reflects that portion of the cost of maintenance of public street landscaping and/or a 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 its zoning and size.

**WHEREAS**, it is the intention of the City Council of the City of Bakersfield to add Area 4-200, generally described in Exhibit "A" attached hereto, to the CMD, in order to maintain local improvements including street landscaping and/or a public park; and

**WHEREAS**, the City Council of the City of Bakersfield, State of California, heretofore by Resolution of Intention No. 2018 declared its intention to add territory to the CMD, preliminarily confirmed and approved the Public Works Director's Report, the boundaries of the proposed additional territory, the fairness of the benefit formula, and the amount of assessment to be levied against each parcel. Said additional territory shall be designated Area 4-200, as shown and designated on that certain map entitled "Map and Assessment Diagram for Addition of Territory, Area 4-200 (809 P Street), to the

Consolidated Maintenance District, Bakersfield, California," for this fiscal year on file in the offices of the City Clerk and Public Works Director, City of Bakersfield; 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 Council hereby adds territory, Area 4-200 to the CMD and confirms and adopts the Public Works Director's Report, including the amounts of assessment for each assessed parcel.
3. Exhibits "A" and "B" describe the additional territory.
4. All parcels within this additional territory shall be 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. However, parcels will not be assessed until park and/or street landscape improvements have been installed. When park and/or street landscape improvements have been completed, the appropriate park and street tiers 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. The benefit formula (Exhibit "C"), budget (Exhibit "D"), assessment roll (Exhibit "E"), and letter from the property owner(s) requesting inclusion in the CMD (Exhibit "F") are attached hereto.
5. The Kern County Tax Collector is hereby authorized to collect such assessments.
6. Beginning in the 2019-2020 fiscal year and each fiscal year thereafter, the Public Works Director is hereby directed to prepare an annual report, as provided in Chapter 13.04 of the Bakersfield Municipal Code, and file it with the City Clerk within the time allowed for placement of assessments on the County tax rolls for the applicable fiscal year. Upon filing of the annual report, the Clerk shall set a hearing before the City Council and give Notice of Hearing in the manner prescribed in Chapter 13.04 of said code.
7. The City Council hereby reserves the right to perform the work of maintenance and operation of the public improvements by City forces or by private contractor. Such determination and election is to be made for each year at the time the budget and assessment is approved for the year in question.



**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 "1"    Exhibit "D"  
Exhibit "A"    Exhibit "E"  
Exhibit "B"    Exhibit "F"  
Exhibit "C"

## **PUBLIC WORKS DIRECTOR'S REPORT**

### **ADDITION OF TERRITORY, AREA 4-200**

Fiscal Year 2019-2020

Addition of territory to the Consolidated Maintenance District, as shown in Exhibit "A" is described as 809 P 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 4-200

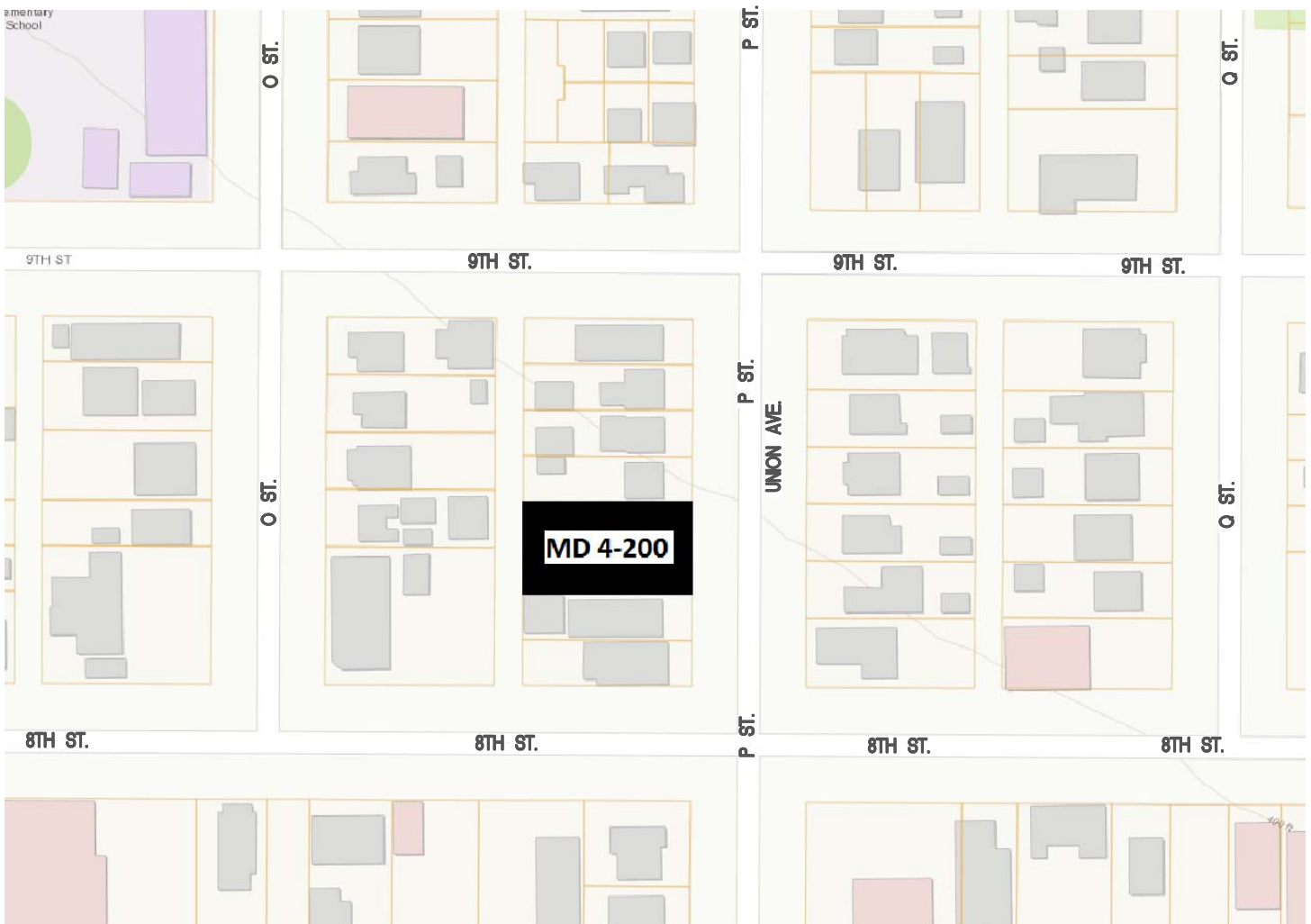
An area located in Section 31, Township 29, Range 28 M.D.B. & M., more particularly described as follows:

CUP 19-0049

809 P Street Bakersfield California

Containing: 0.19 Acres, more or less.

MAP AND ASSESSMENT DIAGRAM  
FOR ADDITION OF TERRITORY  
(AREA 4-200) TO THE  
CONSOLIDATED MAINTENANCE DISTRICT  
BAKERSFIELD, CALIFORNIA



NOT TO SCALE

EXHIBIT "B"

FILE: MD 4-200 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

## MAINTENANCE DISTRICT AREA 4-200

Said assessment is made in accordance with the benefit formula attached hereto.

### 2019-2020 BUDGET

<b>Gross Budget Amount Required</b>	\$0.00
(City Staff Services or Contract, Supplies, Materials and Utilities)	
<b>Estimated Beginning Fund Balance(Deficit) **</b>	\$0.00
<b>Less: City Contributions</b>	<u>\$0.00</u>
<b>NET AMOUNT TO BE ASSESSED</b>	\$0.00

\*\* Previous Years Deficits No Longer Carried Forward.

## MAINTENANCE DISTRICT AREA 4-200

### ASSESSMENT ROLL

FISCAL YEAR 2019-2020

Assessor's Tax No.	Total amount to be collected for FY (2019-2020)
009-212-11-00-0	\$0.00

Total	\$0.00
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**Inclusion of a Subdivision into the Consolidated Maintenance District**

(LETTERHEAD) Darrell MORRIS  
(Date) 5-23-19 8901 summer Dream ct Bakersfield CA 93311

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. 19-0049 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. 19-0049 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) Darrell L. MORRIS  
(Title) OWNER

**A RESOLUTION ADDING TERRITORY, AREA 4-201 (1332 K STREET) TO THE CONSOLIDATED MAINTENANCE DISTRICT; 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**, the Public Works Director has filed with the City Clerk the Public Works Director's Report, including a budget, assessment formula, improvements to be maintained by the district, description of property and proposed assessments; and

**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"); and

**WHEREAS**, as set forth in the attached Public Works Director's Report (Exhibit 1), the property within this new area reflects that portion of the cost of maintenance of public street landscaping and/or a 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 its zoning and size.

**WHEREAS**, it is the intention of the City Council of the City of Bakersfield to add Area 4-201, generally described in Exhibit "A" attached hereto, to the CMD, in order to maintain local improvements including street landscaping and/or a public park; and

**WHEREAS**, the City Council of the City of Bakersfield, State of California, heretofore by Resolution of Intention No. 2019 declared its intention to add territory to the CMD, preliminarily confirmed and approved the Public Works Director's Report, the boundaries of the proposed additional territory, the fairness of the benefit formula, and the amount of assessment to be levied against each parcel. Said additional territory shall be designated Area 4-201, as shown and designated on that certain map entitled "Map and Assessment Diagram for Addition of Territory, Area 4-201 (1332 K Street), to the

Consolidated Maintenance District, Bakersfield, California," for this fiscal year on file in the offices of the City Clerk and Public Works Director, City of Bakersfield; 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 Council hereby adds territory, Area 4-201 to the CMD and confirms and adopts the Public Works Director's Report, including the amounts of assessment for each assessed parcel.
3. Exhibits "A" and "B" describe the additional territory.
4. All parcels within this additional territory shall be 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. However, parcels will not be assessed until park and/or street landscape improvements have been installed. When park and/or street landscape improvements have been completed, the appropriate park and street tiers 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. The benefit formula (Exhibit "C"), budget (Exhibit "D"), assessment roll (Exhibit "E"), and letter from the property owner(s) requesting inclusion in the CMD (Exhibit "F") are attached hereto.
5. The Kern County Tax Collector is hereby authorized to collect such assessments.
6. Beginning in the 2019-2020 fiscal year and each fiscal year thereafter, the Public Works Director is hereby directed to prepare an annual report, as provided in Chapter 13.04 of the Bakersfield Municipal Code, and file it with the City Clerk within the time allowed for placement of assessments on the County tax rolls for the applicable fiscal year. Upon filing of the annual report, the Clerk shall set a hearing before the City Council and give Notice of Hearing in the manner prescribed in Chapter 13.04 of said code.
7. The City Council hereby reserves the right to perform the work of maintenance and operation of the public improvements by City forces or by private contractor. Such determination and election is to be made for each year at the time the budget and assessment is approved for the year in question.

**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 "1"    Exhibit "D"  
Exhibit "A"    Exhibit "E"  
Exhibit "B"    Exhibit "F"  
Exhibit "C"

## **PUBLIC WORKS DIRECTOR'S REPORT**

### **ADDITION OF TERRITORY, AREA 4-198**

Fiscal Year 2019-2020

Addition of territory to the Consolidated Maintenance District, as shown in Exhibit "A" is described as 1332 K 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 4-201

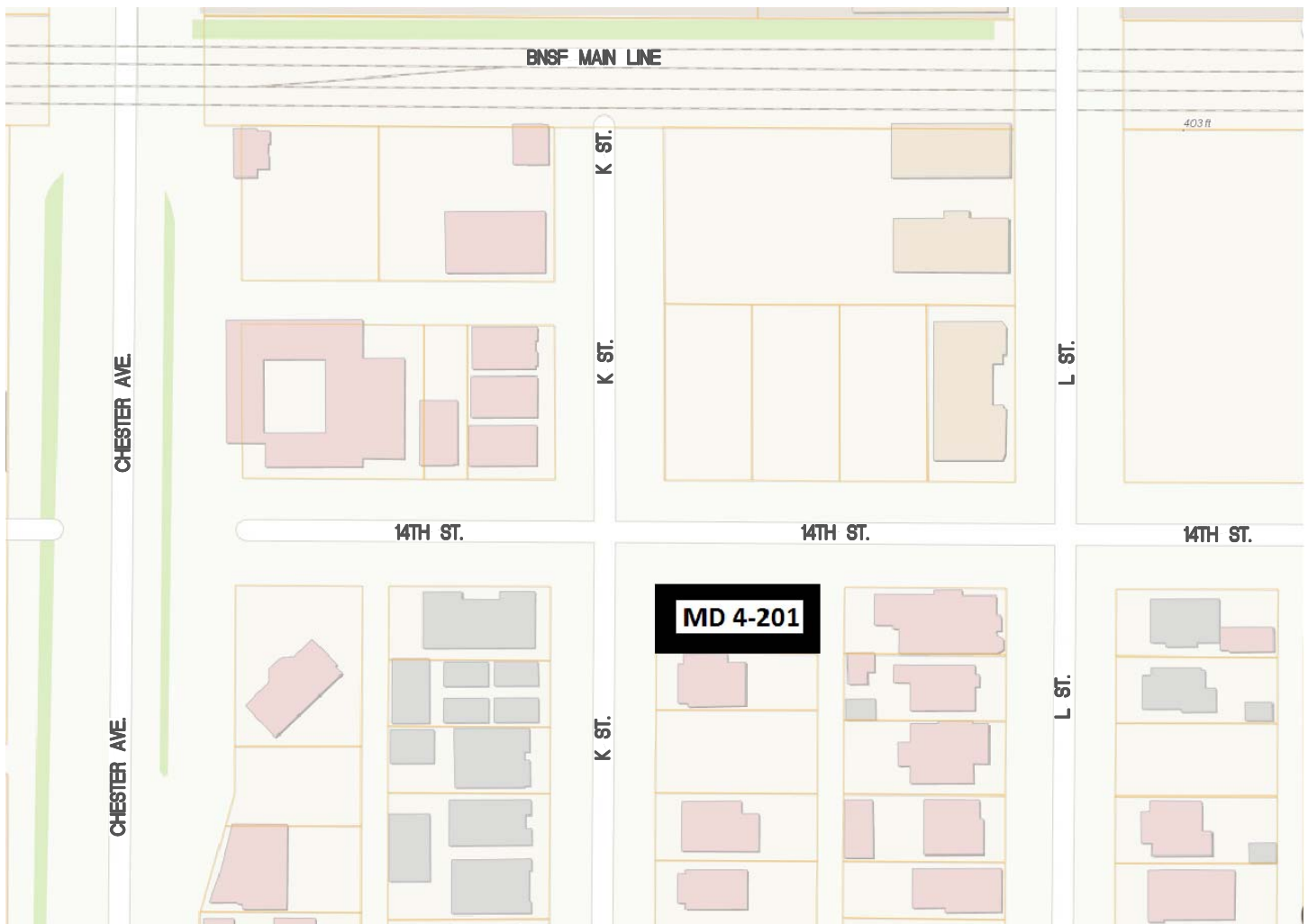
An area located in Section 30, Township 29, Range 28 M.D.B. & M., more particularly described as follows:

SPR 19-0010

1332 K Street Bakersfield California

Containing: 0.15 Acres, more or less.

MAP AND ASSESSMENT DIAGRAM  
FOR ADDITION OF TERRITORY  
(AREA 4-201) TO THE  
CONSOLIDATED MAINTENANCE DISTRICT  
BAKERSFIELD, CALIFORNIA



NOT TO SCALE

EXHIBIT "B"

FILE: MD 4-201 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

## MAINTENANCE DISTRICT AREA 4-201

Said assessment is made in accordance with the benefit formula attached hereto.

### 2019-2020 BUDGET

<b>Gross Budget Amount Required</b>	\$0.00
(City Staff Services or Contract, Supplies, Materials and Utilities)	
<b>Estimated Beginning Fund Balance(Deficit) **</b>	\$0.00
<b>Less: City Contributions</b>	<u>\$0.00</u>
<b>NET AMOUNT TO BE ASSESSED</b>	\$0.00

\*\* Previous Years Deficits No Longer Carried Forward.

# MAINTENANCE DISTRICT AREA 4-201

## ASSESSMENT ROLL

FISCAL YEAR 2019-2020

Assessor's Tax No.

Total amount to  
be collected for  
FY (2019-2020)

006-450-23-00-0

\$0.00

Total

\$0.00



## ***GOLDEN EMPIRE AFFORDABLE HOUSING, INC. II***

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601 24<sup>TH</sup> Street, Suite B. • Bakersfield, CA. 93301

### **Inclusion of a Subdivision into the Consolidated Maintenance District**

April 04, 2019

City of Bakersfield - Public Works Department  
Attn: Daniel Padilla  
1600 Truxtun Avenue  
Bakersfield, California 93301

Dear Mr. Padilla:

RE: **Inclusion of Site plan review 19-0010 in a Consolidated Maintenance District (CMD)**  
**ATN: 006-450-23-00**

We, the undersigned, as owners of the property included SPR 19-0010. 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 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,

Diana Elliott  
Executive Director  
Golden Empire Affordable Housing, Inc. II



**A RESOLUTION ADDING TERRITORY, AREA 3-113 (4901 POPPYSEED STREET) TO THE CONSOLIDATED MAINTENANCE DISTRICT; 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**, the Public Works Director has filed with the City Clerk the Public Works Director's Report, including a budget, assessment formula, improvements to be maintained by the district, description of property and proposed assessments; and

**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"); and

**WHEREAS**, as set forth in the attached Public Works Director's Report (Exhibit 1), the property within this new area reflects that portion of the cost of maintenance of public street landscaping and/or a 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 its zoning and size.

**WHEREAS**, it is the intention of the City Council of the City of Bakersfield to add Area 3-113, generally described in Exhibit "A" attached hereto, to the CMD, in order to maintain local improvements including street landscaping and/or a public park; and

**WHEREAS**, the City Council of the City of Bakersfield, State of California, heretofore by Resolution of Intention No. 2020 declared its intention to add territory to the CMD, preliminarily confirmed and approved the Public Works Director's Report, the boundaries of the proposed additional territory, the fairness of the benefit formula, and the amount of assessment to be levied against each parcel. Said additional territory shall be designated Area 3-113, as shown and designated on that certain map entitled "Map and Assessment Diagram for Addition of Territory, Area 3-113 (4901 Poppyseed Street), to the Consolidated Maintenance District, Bakersfield, California," for this fiscal year on file in the offices of the City Clerk and Public Works Director, City of Bakersfield; 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 Council hereby adds territory, Area 3-113 to the CMD and confirms and adopts the Public Works Director's Report, including the amounts of assessment for each assessed parcel.
3. Exhibits "A" and "B" describe the additional territory.
4. All parcels within this additional territory shall be 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. However, parcels will not be assessed until park and/or street landscape improvements have been installed. When park and/or street landscape improvements have been completed, the appropriate park and street tiers 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. The benefit formula (Exhibit "C"), budget (Exhibit "D"), assessment roll (Exhibit "E"), and letter from the property owner(s) requesting inclusion in the CMD (Exhibit "F") are attached hereto.
5. The Kern County Tax Collector is hereby authorized to collect such assessments.
6. Beginning in the 2019-2020 fiscal year and each fiscal year thereafter, the Public Works Director is hereby directed to prepare an annual report, as provided in Chapter 13.04 of the Bakersfield Municipal Code, and file it with the City Clerk within the time allowed for placement of assessments on the County tax rolls for the applicable fiscal year. Upon filing of the annual report, the Clerk shall set a hearing before the City Council and give Notice of Hearing in the manner prescribed in Chapter 13.04 of said code.
7. The City Council hereby reserves the right to perform the work of maintenance and operation of the public improvements by City forces or by private contractor. Such determination and election is to be made for each year at the time the budget and assessment is approved for the year in question.

**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 "1"    Exhibit "D"  
Exhibit "A"    Exhibit "E"  
Exhibit "B"    Exhibit "F"  
Exhibit "C"

## **PUBLIC WORKS DIRECTOR'S REPORT**

### **ADDITION OF TERRITORY, AREA 3-113**

Fiscal Year 2019-2020

Addition of territory to the Consolidated Maintenance District, as shown in Exhibit "A" is described as 4901 Poppyseed Street 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 3-113

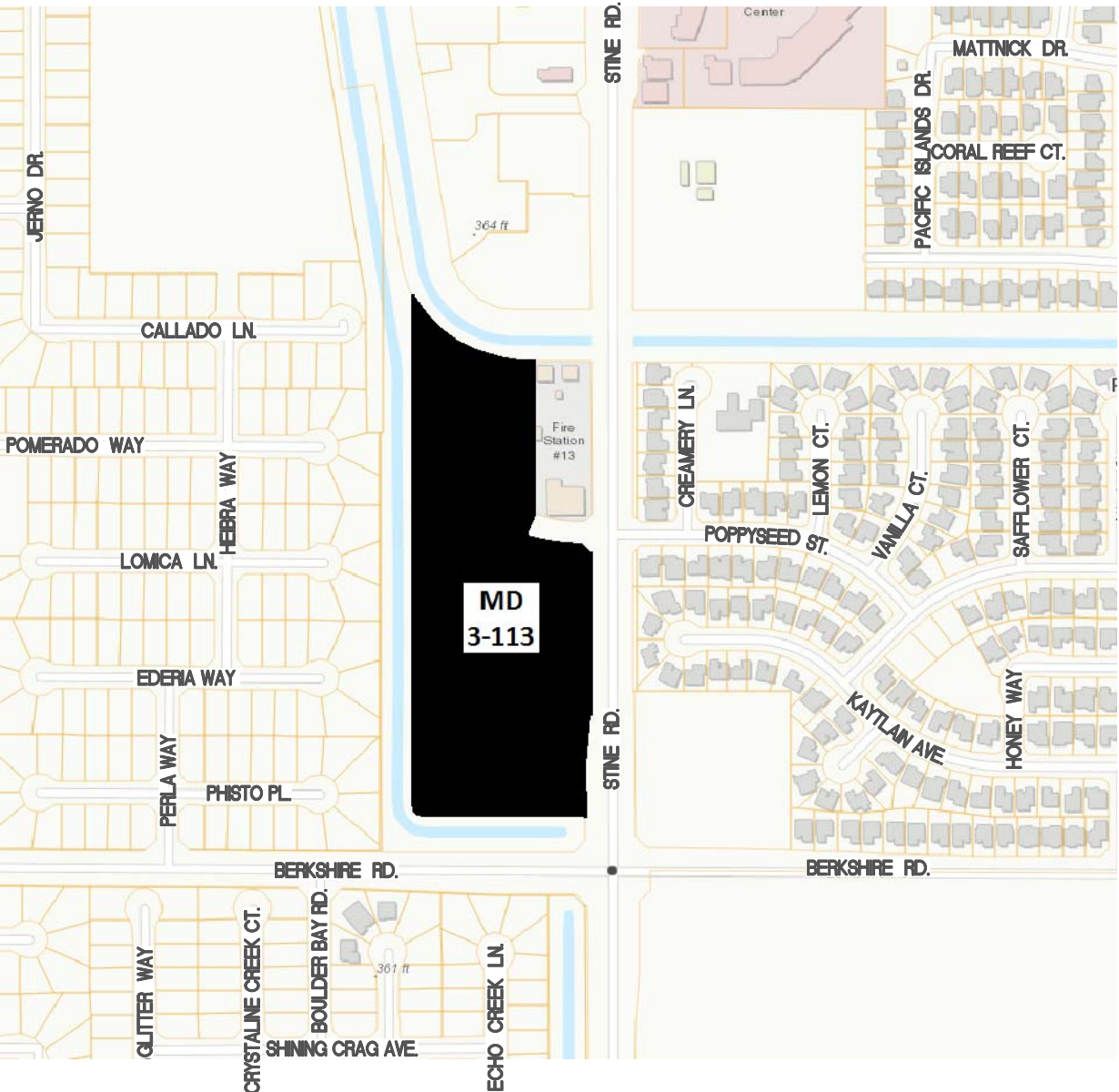
An area located in Section 27, Township 30, Range 27 M.D.B. & M., more particularly described as follows:

Tract 7352

4901 Poppyseed St. Bakersfield California

Containing: 11.04 Acres, more or less.

MAP AND ASSESSMENT DIAGRAM  
FOR ADDITION OF TERRITORY  
(AREA 3-113) TO THE  
CONSOLIDATED MAINTENANCE DISTRICT  
BAKERSFIELD, CALIFORNIA



NOT TO SCALE

**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

## MAINTENANCE DISTRICT AREA 3-113

Said assessment is made in accordance with the benefit formula attached hereto.

### 2019-2020 BUDGET

<b>Gross Budget Amount Required</b>	\$0.00
(City Staff Services or Contract, Supplies, Materials and Utilities)	
<b>Estimated Beginning Fund Balance(Deficit) **</b>	\$0.00
<b>Less: City Contributions</b>	<u>\$0.00</u>
<b>NET AMOUNT TO BE ASSESSED</b>	\$0.00

\*\* Previous Years Deficits No Longer Carried Forward.

## MAINTENANCE DISTRICT AREA 3-113

### ASSESSMENT ROLL

FISCAL YEAR 2019-2020

Assessor's Tax No.

Total amount to  
be collected for  
FY (2019-2020)

538-010-07-00-4

\$0.00

Total

\$0.00

March 12, 2019

City of Bakersfield - Public Works Department  
Attn: Jim Schroeter  
1600 Truxtun Avenue  
Bakersfield, California 93301

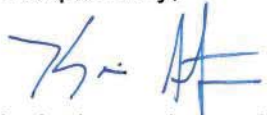
Dear Mr. Schroeter:

**RE: Inclusion of Parcel A of Lot Line Adjustment No. 18-0390 and Tract Map No. 7352 in a Consolidated Maintenance District (CMD)**

We, the undersigned, as owners of the property included within Parcel A of Lot Line Adjustment No. 18-0390 and Tract Map No. 7352 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** 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,

A handwritten signature in blue ink, appearing to read 'Kevin Antongiovanni', is written over a horizontal line.

Kevin Antongiovanni  
Old River Land Company



# ADMINISTRATIVE REPORT

**MEETING DATE:** 9/25/2019

Consent – Resolutions I.

**TO:** Honorable Mayor and City Council

**FROM:** Nick Fidler, Public Works Director

**DATE:** 9/3/2019

**WARD:** Ward(s) 1, 3

**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. 2021 adding Area 1-126 (3915 Rosedale Highway) – Ward 3
2. ROI No. 2022 adding Area 4-202 (1118 Murdock Street) – Ward 1

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## 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 #2021 adding Area 1-126 to the CMD	Resolution
❑ MD 1-126 Exhibit 1	Exhibit
❑ MD 1-126 Exhibit A	Exhibit
❑ MD 1-126 Exhibit B	Exhibit
❑ MD 1-126 Exhibit C	Exhibit
❑ MD 1-126 Exhibit D	Exhibit
❑ MD 1-126 Exhibit E	Exhibit
❑ MD 1-126 Exhibit F	Exhibit
❑ ROI #2022 adding Area 4-202 to the CMD	Resolution
❑ MD 4-202 Exhibit 1	Exhibit
❑ MD 4-202 Exhibit A	Exhibit
❑ MD 4-202 Exhibit B	Exhibit
❑ MD 4-202 Exhibit C	Exhibit
❑ MD 4-202 Exhibit D	Exhibit
❑ MD 4-202 Exhibit E	Exhibit
❑ MD 4-202 Exhibit F	Exhibit

## RESOLUTION OF INTENTION NO. 2021

**A RESOLUTION DECLARING INTENTION TO ADD TERRITORY, AREA 1-126 (3915 ROSEDALE HIGHWAY) 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 1-126 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 "D"  
                         Exhibit "A"   Exhibit "E"  
                         Exhibit "B"   Exhibit "F"  
                         Exhibit "C"

## **PUBLIC WORKS DIRECTOR'S REPORT**

### **ADDITION OF TERRITORY, AREA 1-126**

Fiscal Year 2019-2020

Addition of territory to the Consolidated Maintenance District, as shown in Exhibit "A" is generally described as 3915 Rosedale Highway 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 1-126

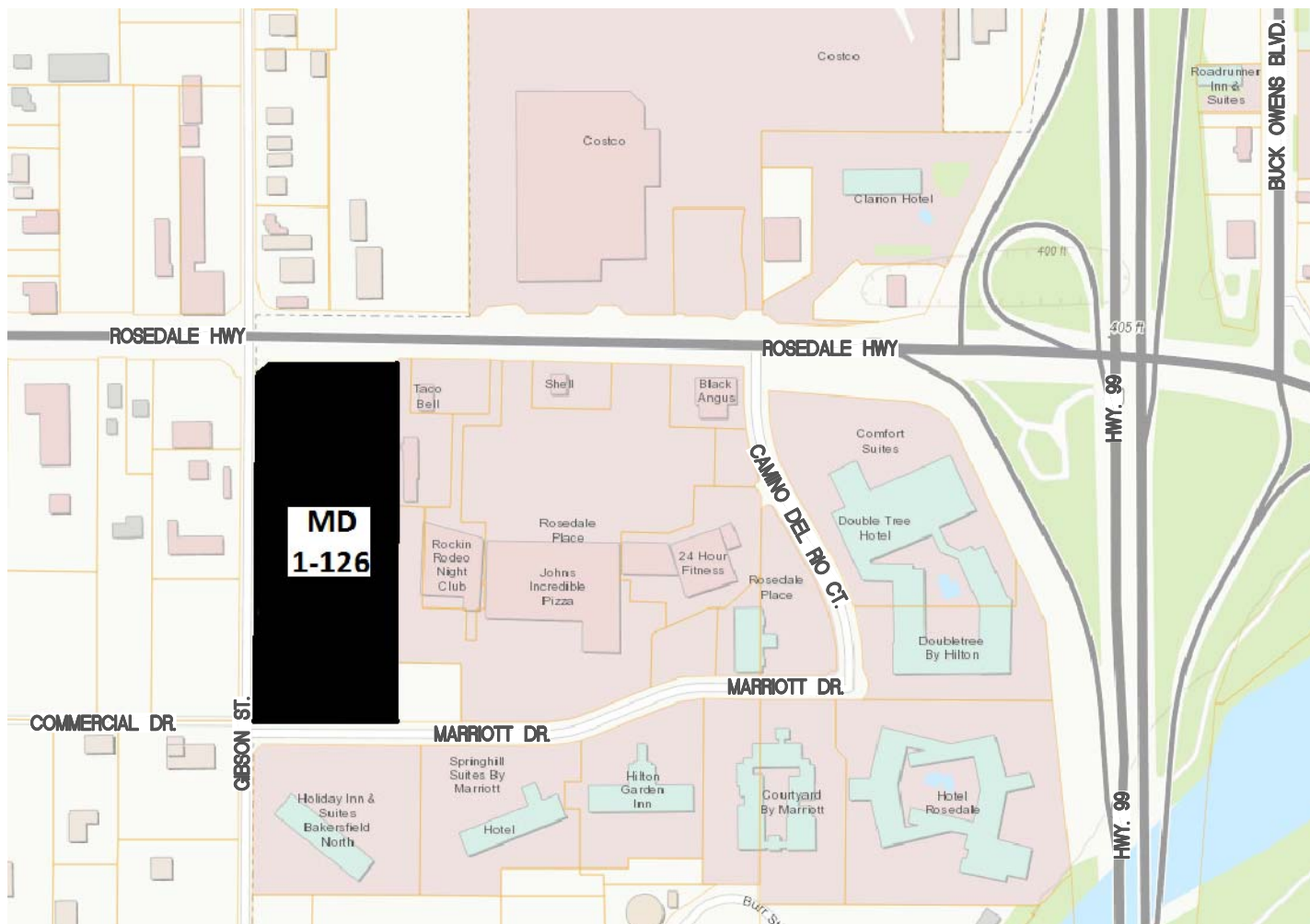
An area located in Section 26, Township 29 S, Range 27 E M.D.B. & M., more particularly described as follows:

PM 12326

3915 Rosedale Hwy Bakersfield California

Containing: 7.83 Acres, more or less.

MAP AND ASSESSMENT DIAGRAM  
FOR ADDITION OF TERRITORY  
(AREA 1-126) TO THE  
CONSOLIDATED MAINTENANCE DISTRICT  
BAKERSFIELD, CALIFORNIA



NOT TO SCALE

EXHIBIT "B"

FILE: MD 1-126 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

## MAINTENANCE DISTRICT AREA 1-126

Said assessment is made in accordance with the benefit formula attached hereto.

### 2019-2020 BUDGET

<b>Gross Budget Amount Required</b>	\$0.00
(City Staff Services or Contract, Supplies, Materials and Utilities)	
<b>Estimated Beginning Fund Balance(Deficit) **</b>	\$0.00
<b>Less: City Contributions</b>	<u>\$0.00</u>
<b>NET AMOUNT TO BE ASSESSED</b>	\$0.00

\*\* Previous Years Deficits No Longer Carried Forward.

## MAINTENANCE DISTRICT AREA 1-126

### ASSESSMENT ROLL

FISCAL YEAR 2019-2020

Assessor's Tax No.	Total amount to be collected for FY (2019-2020)
332-240-04-00-2	\$0.00
Total	\$0.00

# ROSEDALE DEVELOPMENT VENTURES

5080 California Ave., Suite 415  
Bakersfield, CA 93309  
Phone: 661-324-1745  
Fax: 661-324-1569

## Inclusion of a Subdivision into the Consolidated Maintenance District

January 17, 2019

City of Bakersfield - Public Works Department  
Attn: Daniel Padilla  
1600 Truxtun Avenue  
Bakersfield, California 93301

Dear Mr. Padilla:

**RE: Inclusion of Parcel Map No. 12326 in a Consolidated Maintenance District (CMD)**

We, the undersigned, as owners of the property included within Parcel Map No. 12326 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,



Ajay Anand  
Managing Member

## RESOLUTION OF INTENTION NO. 2022

**A RESOLUTION DECLARING INTENTION TO ADD TERRITORY, AREA 4-202 (1118 MURDOCK 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 4-202 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 "D"  
                         Exhibit "A"   Exhibit "E"  
                         Exhibit "B"   Exhibit "F"  
                         Exhibit "C"

## **PUBLIC WORKS DIRECTOR'S REPORT**

### **ADDITION OF TERRITORY, AREA 4-202**

Fiscal Year 2019-2020

Addition of territory to the Consolidated Maintenance District, as shown in Exhibit "A" is described as 1118 Murdock 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 4-202

An area located in Section 32, Township 29, Range 28 M.D.B. & M., more particularly described as follows:

SPR 17-0303

1118 Murdock St. Bakersfield California

Containing: 0.16 Acres, more or less.

MAP AND ASSESSMENT DIAGRAM  
FOR ADDITION OF TERRITORY  
(AREA 4-202) TO THE  
CONSOLIDATED MAINTENANCE DISTRICT  
BAKERSFIELD, CALIFORNIA



NOT TO SCALE

EXHIBIT "B"

FILE: MD 4-202 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

## MAINTENANCE DISTRICT AREA 4-202

Said assessment is made in accordance with the benefit formula attached hereto.

### 2019-2020 BUDGET

<b>Gross Budget Amount Required</b>	\$0.00
(City Staff Services or Contract, Supplies, Materials and Utilities)	
<b>Estimated Beginning Fund Balance(Deficit) **</b>	\$0.00
<b>Less: City Contributions</b>	<u>\$0.00</u>
<b>NET AMOUNT TO BE ASSESSED</b>	\$0.00

\*\* Previous Years Deficits No Longer Carried Forward.

## MAINTENANCE DISTRICT AREA 4-202

### ASSESSMENT ROLL

FISCAL YEAR 2019-2020

Assessor's Tax No.	Total amount to be collected for FY (2019-2020)
018-111-26-00-4	\$0.00

Total	\$0.00
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**Inclusion of a Subdivision into the Consolidated Maintenance District**

(LETTERHEAD) LEON E. FRANCIS

(Date) 3420 Rio Grande Ln.

3-26-2019 BAKERSFIELD, Ca 93313

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 17-0303 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 17-0303 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,

Leon E. Francis

(Name)

(Title) Owner



# ADMINISTRATIVE REPORT

**MEETING DATE:** 9/25/2019

Consent – Agreements m.

**TO:** Honorable Mayor and City Council  
**FROM:** Nick Fidler, Public Works Director  
**DATE:** 9/5/2019  
**WARD:** Ward(s) 1, 6  
**SUBJECT:** Agreements for On-Call Wastewater Equipment Maintenance Services at Wastewater Treatment Plant No. 2 and No. 3:

1. Innovative Engineering Systems, Inc. (not to exceed \$150,000 for a one year term).
2. Cortech Engineering, LLC (not to exceed \$150,000 for a one year term).

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## STAFF RECOMMENDATION:

Staff recommends approval of agreements.

## BACKGROUND:

Wastewater Treatment Plants No. 2 and No. 3 require periodic maintenance and repair services that fall outside of work that can be performed by City staff. Through the use of on-call maintenance agreements, staff is able to address critical operational issues at both plants in a timely and effective manner. The services provided through on-call agreements are an important component in ensuring the plants are operating efficiently to meet the demands of sewer customers.

On July 23, 2019, the City issued a Request for Qualifications for on-call wastewater equipment maintenance services. On August 20, 2019, the following six contractors submitted a statement of qualifications, along with an hourly billing rate schedule:

- Innovative Engineering Systems, Inc. (Bakersfield, CA)
- Cortech Engineering, LLC (Bakersfield, CA)
- California Spectra Instrumentation, Inc. (Bakersfield, CA)
- W.M. Lyles Co. (Fresno, CA)
- Valley Power Systems, Inc. (City of industry, CA)
- Garcia Powered Electric, Inc. (Wasco, CA)

City staff recommends approval of agreements with the following two contractors based upon their qualifications and fee proposal being the most favorable to the City:

- Innovative Engineering Systems, Inc. (IES)



- Cortech Engineering, LLC (Cortech Engineering)

Each contractor specializes in specific maintenance services. IES is specialized in trouble shooting and maintaining electrical systems and instrumentation, including programmable logic controllers (PLCs) and supervisory control and data acquisition (SCADA) systems. Cortech Engineering is specialized in repairing and maintaining large pumps, motors, blowers, gearboxes and other rotating equipment.

Since specific scope of work is not determined until a time when services are needed, the compensation amount for each contractor is set at a not-to-exceed aggregate total of \$150,000 for a one-year period.

Sufficient funds are budgeted in the Sewer Enterprise Fund to fund these agreements; therefore, there is no General Fund impact associated with these agreements.

**ATTACHMENTS:**

Description	Type
▢ Exhibit A	Exhibit
▢ Agreement - IES	Agreement
▢ Exhibit B - IES	Exhibit
▢ Agreement - Cortech	Agreement
▢ Exhibit B - Cortech	Exhibit



## **Request for Qualifications (RFQ)**

**On-Call Wastewater Equipment Maintenance  
Public Works Department, Wastewater Division  
Bakersfield, California**

July 23, 2019

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Contractors wishing to be considered for this project should thoroughly read this Request for Qualifications (RFQ). Information required to be provided in a Statement of Qualifications (SOQ) is detailed in Section IV. Contractors submitting an SOQ must do so in accordance with the requirements of Section VI. As required by section X, a signed copy of the enclosed sample agreement must be submitted with an SOQ.

### **I. GENERAL PROJECT DESCRIPTION AND REQUIREMENTS**

The City of Bakersfield (City) desires to enter into an agreement with two or more qualified maintenance and repair contractors for providing equipment maintenance and repair services on an "on-call" basis. The term of agreement shall be in place for two years (2 years) from the effective date of the Agreement and may be extended in accordance with the provisions of this RFQ for two additional one-year periods. Projects will be maintenance and repair work for both Wastewater Treatment Plant No. 2 and Wastewater Treatment Plant No. 3.

The different type of wastewater equipment maintenance work includes but is not limited to: general trouble shooting, significant repair and rehabilitation of equipment, and other equipment maintenance work. The wastewater equipment includes but is not limited to: cogeneration systems, centrifuges used for sludge dewatering, anaerobic digesters as well as their mixing and heating systems, aeration and foul air blowers, digester gas flares, return activated sludge pumps, tertiary feed pumps, primary sludge pumps and raw influent pumps.

The compensation amount in the awarded agreements(s) will be contingent upon the number of agreements issued. In the past, the City has awarded up to four agreements with the aggregate total compensation under a given agreement set to not exceed Two Hundred Thousand Dollars (\$200,000) for the two-year term. Depending on maintenance needs and contractor expertise, City may opt to increase total compensation above Two Hundred Thousand Dollars (\$200,000). All maintenance work shall be subject to prevailing wages in accordance with the State of California Department of Industrial Relations.

The Contractor shall execute his work in a timely manner and in accordance with a schedule approved by the City. Failure to respond by completing scheduled work in a timely manner may result in termination of the agreement.

### **II. SERVICES TO BE PROVIDED BY THE CONTRACTOR (SCOPE OF WORK)**

The Contractor shall have qualified staff to provide all the services necessary for the type of repair services as defined in Section I of this RFQ and the specific scopes of work for projects that are developed during the term of the agreement. The Contractor shall have the resources necessary to respond to a call for services immediately and to be able to complete the project in a timely manner. The Contractor shall have the support staff and resources needed for the completion of a project as defined in the specific project scope of work.

The different type of wastewater equipment maintenance work includes but is not limited to: general trouble shooting, significant repair and rehabilitation of equipment, and other equipment maintenance work. The wastewater equipment includes but is not limited to: cogeneration systems, centrifuges used for sludge dewatering, anaerobic digesters as well as their mixing and heating systems, aeration and foul air blowers, digester gas flares, return activated sludge pumps, tertiary feed pumps, primary sludge pumps and raw influent pumps.

### **III. TIME SCHEDULE FOR THE PROJECT**

Once a specific project is developed and the scope of work established, the Contractor shall submit a Schedule of Work with number of hours estimated to complete the tasks described in the specific scope of work. The Contractor shall execute the Work in a timely manner and in accordance with the submitted Schedule of Work.

### **IV. STATEMENT OF QUALIFICATIONS**

All interested contractors (Proposer's) shall submit a Statement of Qualifications (SOQ) which shall contain at a minimum the following information:

- A. The completed General Information Sheet (refer to Attachment RFQ-1). An officer of the Proposer must sign this document.
- B. Description of the Proposer's management principles, policies and procedures in regards to:
  - 1. Responding in a timely manner;
  - 2. Availability of Proposer's staff to start work on a project;
  - 3. Development of a project schedule and adhering to that schedule;
  - 4. Complete and successful performance of all tasks assigned to the Contractor.
- C. Name and relevant experience of Proposer's principals.
- D. Name and relevant experience of the Proposer's key personnel.
- E. A statement of why Proposer should be selected for this On-Call Wastewater Equipment Maintenance contract.
- F. A list of comparable contracts on which Proposer has been involved during the past five years. The list should include at least three different clients and should provide the following information for each project:
  - 1. Contract title, location and description including size of the project;
  - 2. Nature of Proposer's responsibility;
  - 3. Start and end dates of Proposer's involvement in the contract;
  - 4. Names of Proposer's key personnel involved in the contract;
  - 5. Total dollar amount of Proposer's contract;
  - 6. Name, address and phone number of the contract owner;
  - 7. Name and address of Proposer's client if different from the contract owner; and
  - 8. Name and phone number of contact person at Proposer's client's office.
- G. A list of Proposer's claims history since January 1, 2015.

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 **INNOVATIVE ENGINEERING SYSTEMS, INC.** ("CONTRACTOR").

### RECITALS

**WHEREAS**, CITY issued a Request for Qualifications (RFQ) dated July 23, 2019 and CONTRACTOR submitted a Statement of Qualifications in response to the RFQ concerning On-Call Wastewater Equipment Maintenance for the Wastewater Division; and

**WHEREAS**, CONTRACTOR represents CONTRACTOR is experienced, well qualified and a specialist in the field of repairing and maintaining: electrical systems and instrumentation; and

**WHEREAS**, CITY does not have expertise currently on staff to carry out the above tasks and CITY anticipates the need for these services in the future.

**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, as directed by CITY staff, general trouble shooting, significant repair and rehabilitation of the plant's equipment and other equipment maintenance work. A detailed scope of work is described in the RFQ, an excerpt of which is attached hereto as **Exhibit A** 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"):



A total payment of One Hundred Fifty Thousand Dollars (\$ 150,000) which shall be paid as follows: upon successful completion of tasks assigned to CONTRACTOR as described in the RFQ and at the rates specified in the submitted rate sheet, attached hereto as **Exhibit B** and incorporated by reference herein.

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 \$ 150,000 for performing the Scope of Work.

3. **TERM.** Unless terminated sooner, as set forth herein, this Agreement shall terminate on September 30, 2020. The contract is renewable annually for three consecutive one-year periods at the CITY's option and upon mutually agreeable terms.
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 licenses 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 whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, caused by CONTRACTOR or CONTRACTOR's employees, agents, independent contractors, companies, or subcontractors in the performance of the terms and provisions of this Agreement, except to the extent attributable to CITY's 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: INNOVATIVE ENGINEERING SYSTEMS, INC.  
PO BOX 20610  
Bakersfield, CA 93390**

- 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 03-0433805  
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 date first written above.

"CITY"  
**CITY OF BAKERSFIELD**

"CONTRACTOR"  
**INNOVATIVE ENGINEERING SYSTEMS, INC.**

By: \_\_\_\_\_  
**KAREN GOH**  
Mayor

By:  \_\_\_\_\_  
Print Name: David Wolfer

Title: CEO/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

Attachment:      Exhibit A, B  
                         Insurance documents



# EXHIBIT B



Innovative Engineering Systems, Inc. | Bakersfield, CA | Fresno, CA | Midland, TX | info@ies-engr.com | (855) IES-ENGR | ies-engr.com

## City of Bakersfield Prevailing Wage Rates

Item Code	Description	Unit	IES Price
<b>Engineering and Design Services</b>			
AdminEng1	Administrative Assistant	HR	\$ 55.00
AdminEng2	Administrative Coordinator	HR	\$ 61.00
AdminEng3	Administrative Specialist	HR	\$ 69.00
ProjCont1	Project Controls Coordinator I	HR	\$ 76.00
ProjCont2	Project Controls Coordinator II	HR	\$ 85.00
ProjCont3	Senior Project Controls Coordinator	HR	\$ 99.00
ProjCont4	Project Controls Specialist	HR	\$ 116.00
ProjCont5	Senior Project Controls Specialist	HR	\$ 128.00
ProjMgr1	Project Manager I	HR	\$ 99.00
ProjMgr2	Project Manager II	HR	\$ 116.00
ProjMgr3	Senior Project Manager	HR	\$ 139.00
ProjMgr4	Principal Project Manager	HR	\$ 154.00
ProjMgr5	Engineering Project Manager	HR	\$ 169.00
Draft1	Drafter I	HR	\$ 66.00
Draft2	Drafter II	HR	\$ 72.00
Draft3	Senior Drafter	HR	\$ 77.00
Design1	Designer I	HR	\$ 84.00
Design2	Designer II	HR	\$ 95.00
Design3	Senior Designer I	HR	\$ 113.00
Design4	Senior Designer II	HR	\$ 128.00
Design5	Principal Designer	HR	\$ 139.00
Design6	Design Advisor	HR	\$ 157.00
EngrTech	Engineering Technician	HR	\$ 84.00
Engr1	Engineer I	HR	\$ 105.00
Engr2	Engineer II	HR	\$ 116.00
Engr3	Senior Engineer I	HR	\$ 139.00
Engr4	Senior Engineer II	HR	\$ 151.00
Engr5	Principal Engineer	HR	\$ 169.00
Engr6	Engineering Advisor	HR	\$ 176.00
Analyst1	Systems Analyst I	HR	\$ 88.00
Analyst2	Systems Analyst II	HR	\$ 110.00
Analyst3	Senior Systems Analyst	HR	\$ 132.00
Analyst4	Systems Specialist	HR	\$ 149.00
Analyst5	Senior Systems Specialist	HR	\$ 160.00
Panel1	Panel Fabricator I	HR	\$ 66.00
Panel2	Panel Fabricator II	HR	\$ 77.00
Panel3	Senior Panel Fabricator	HR	\$ 88.00
Panel4	Principal Panel Fabricator	HR	\$ 110.00

3rd party expenses and materials purchased will be billed at cost + 15%.

With the exception of linemen, OT will be billed at 150% of ST; DT will be billed at 200% of ST. All linemen OT and DT will be billed at 200% of ST.





## City of Bakersfield Prevailing Wage Rates

Item Code	Description	Unit	IES Price
<b>Engineering and Design Resources</b>			
CAD3DSoftwr	AutoCAD Software - 3D	HR	\$ 11.00
CADSoftwr	AutoCAD Software	HR	\$ 5.00
3DModelingSoftwr	3D Modeling Software	HR	\$ 11.00
PDMSSoftwr	PDMS	HR	\$ 11.00
LaserScanSoftwr	Laser Scanning Software	HR	\$ 11.00
PipeStressSoftwr	Mechanical Pipe Stress Analysis Software	HR	\$ 22.00
PipePhaseSoftwr	Pipe Phase Software	HR	\$ 22.00
PipeFlowSoftwr	Pipe Flow Software	HR	\$ 22.00
PowerSysSoftwr	Power System Analysis Software	HR	\$ 22.00
ProgSoftwr	Programming Software	HR	\$ 5.00
LaserScanEquip	Laser Scanning Equipment	HR	\$ 58.00
GPSEquip	GPS Equipment	HR	\$ 17.00
GPSRobotics	GPS Robotics	HR	\$ 33.00

3rd party expenses and materials purchased will be billed at cost + 15%.

With the exception of linemen, OT will be billed at 150% of ST; DT will be billed at 200% of ST. All linemen OT and DT will be billed at 200% of ST.





## City of Bakersfield Prevailing Wage Rates

Item Code	Description	Unit	IES Price
<b>Electrical / Wire Crew</b>			
ElecTrainee1	Electrician Trainee 1	HR	\$ 85.00
ElecTrainee2	Electrician Trainee 2	HR	\$ 85.00
ElecTrainee3	Electrician Trainee 3	HR	\$ 85.00
ElecTrainee4	Electrician Trainee 4	HR	\$ 85.00
ElecCraftsman	Unlicensed Electrician	HR	\$ 93.00
Electrician1	Journeyman Electrician 1	HR	\$ 101.00
Electrician2	Journeyman Electrician 2	HR	\$ 101.00
Electrician3	Journeyman Electrician 3	HR	\$ 101.00
Electrician4	Journeyman Electrician 4	HR	\$ 101.00
ElecForeman1	Electrician Foreman	HR	\$ 106.00
ElecForeman2	Electrician General Foreman	HR	\$ 111.00
ElecSuper1	Electrician Superintendent 1	HR	\$ 116.00
ElecSuper2	Electrician Superintendent 2	HR	\$ 121.00
<b>Line Crew</b>			
LineGrounds1	Lineman Groundsman 1	HR	\$ 95.00
LineGrounds2	Lineman Groundsman 2	HR	\$ 95.00
LineGrounds3	Lineman Groundsman 3	HR	\$ 95.00
LineGrounds4	Lineman Groundsman 4	HR	\$ 95.00
Lineman1	Lineman 1	HR	\$ 107.00
Lineman2	Lineman 2	HR	\$ 107.00
Lineman3	Lineman 3	HR	\$ 107.00
Lineman4	Lineman 4	HR	\$ 107.00
LineForeman1	Line Foreman	HR	\$ 112.00
LineForeman2	Line General Foreman	HR	\$ 117.00
LineSuper1	Line Superintendent 1	HR	\$ 122.00
LineSuper2	Line Superintendent 2	HR	\$ 127.00
<b>Additional Services</b>			
ProjMgrConst1	Construction Project Manager	HR	\$ 122.00
ProjMgrConst2	Sr. Construction Project Manager	HR	\$ 127.00
EstimatorConst1	Construction Estimator 1	HR	\$ 84.00
EstimatorConst2	Construction Estimator 2	HR	\$ 95.00
InstTech1	Instrument Tech 1	HR	\$ 97.00
InstTech2	Instrument Tech 2	HR	\$ 97.00
InstTech3	Instrument Tech 3	HR	\$ 97.00
InstTech4	Instrument Tech 4	HR	\$ 97.00

3rd party expenses and materials purchased will be billed at cost + 15%.

With the exception of linemen, OT will be billed at 150% of ST; DT will be billed at 200% of ST. All linemen OT and DT will be billed at 200% of ST.





## City of Bakersfield Prevailing Wage Rates

Item Code	Description	Unit	IES Price
<b>Construction Resources</b>			
AirComp	Portable Air Compressor	DAY	\$ 17.00
BobcatLoader	Bobcat Skidsteer Loader	HR	\$ 38.00
BucketTruck55	Bucket Truck 55-60	HR	\$ 50.00
BucketTruckServ	Bucket Truck Service	HR	\$ 41.00
Buggy4Wheel	Four Wheel Buggy	HR	\$ 10.00
CableFeeder	Cable Feeder	DAY	\$ 72.00
CableTugger	Cable Tugger Daily	DAY	\$ 83.00
CrimperDies	Crimper and Dies	DAY	\$ 11.00
DiggerDerrick	Digger Derrick	HR	\$ 54.00
DiggerPressure	Pressure Digger Hourly	HR	\$ 88.00
ElecBender	Electrical Bender	DAY	\$ 44.00
ElecComboTrailerHR	Electrical Combination Tool Trailer Hourly	HR	\$ 24.00
ElecEnclTrailerHR	Electrical Enclosed Tool Trailer Hourly	HR	\$ 11.00
ElecJackDriver	Electrical Jack Driver	DAY	\$ 30.00
ElecWireTug	Electrical Wire Tugger	DAY	\$ 83.00
FerrisDetect	Ferris Detector	DAY	\$ 33.00
FieldProgComp	Field Program Computer	DAY	\$ 17.00
GangBox	Gang Box	DAY	\$ 44.00
HARTCommHR	HART Communicator	HR	\$ 6.00
HotArm	Hot Arm	DAY	\$ 14.00
HydBender	Hydraulic Bender	DAY	\$ 55.00
HydTamp	Hydraulic Tamp	DAY	\$ 11.00
InstCalibToolset	Instant Calibration Toolset	DAY	\$ 55.00
LineLocator	Line Locator	DAY	\$ 39.00
Mile	Mileage	EA	\$ 0.76
MiniExcavator	Mini Excavator	HR	\$ 31.00
MultiGasMonitor	Multi Gas Monitor	DAY	\$ 25.00
PoleJack	Pole Jack	DAY	\$ 14.00
PoleTesterPD	Pole Testing Power Drill with Wood Inspector Software	HR	\$ 17.00
PoleTrlrHr	Pole Trailer Hourly	HR	\$ 14.00
PwrHeadThreader	Power Head Threader	DAY	\$ 22.00
RideOnTrencher	Ride On Trencher	HR	\$ 38.00
UtyTrlrHr	Utility Trailer Hourly	HR	\$ 9.00
Vehicle	Vehicle	HR	\$ 14.00
VehicleISV	Instrumentation Service Vehicle	HR	\$ 17.00
VehicleSV	Service Vehicle	HR	\$ 18.00
VehicleSVH	Service Vehicle with Hoist	HR	\$ 22.00
Welder250A	Welder - 250 Amp	HR	\$ 12.00
WireMarker	Wire Marker	DAY	\$ 21.00
WireReelTrlrHr	Wire Reel Trailer (Self Loading) Hourly	HR	\$ 11.00

3rd party expenses and materials purchased will be billed at cost + 15%.

With the exception of linemen, OT will be billed at 150% of ST; DT will be billed at 200% of ST. All linemen OT and DT will be billed at 200% of ST.

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 **CORTECH ENGINEERING, LLC** ("CONTRACTOR").

### RECITALS

**WHEREAS**, CITY issued a Request for Qualifications (RFQ) dated July 23, 2019 and CONTRACTOR submitted a Statement of Qualifications in response to the RFQ concerning On-Call Wastewater Equipment Maintenance for the Wastewater Division; and

**WHEREAS**, CONTRACTOR represents CONTRACTOR is experienced, well qualified and a specialist in the field of repairing and maintaining: pumps, motors, gearboxes and other rotating equipment; and

**WHEREAS**, CITY does not have expertise currently on staff to carry out the above tasks and CITY anticipates the need for these services in the future.

**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, as directed by CITY staff, general trouble shooting, significant repair and rehabilitation of the plant's equipment and other equipment maintenance work. A detailed scope of work is described in the RFQ, an excerpt of which is attached hereto as **Exhibit A** 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"):

A total payment of One Hundred Fifty Thousand Dollars (\$150,000) which shall be paid as follows: upon successful completion of tasks assigned to CONTRACTOR as described in the RFQ and at the rates specified in the submitted rate sheet, attached hereto as **Exhibit B** and incorporated by reference herein.

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 \$ 150,000 for performing the Scope of Work.

3. **TERM.** Unless terminated sooner, as set forth herein, this Agreement shall terminate on September 30, 2020. The contract is renewable annually for three consecutive one-year periods at the CITY's option and upon mutually agreeable terms.
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 licenses 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 whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, caused by CONTRACTOR or CONTRACTOR's employees, agents, independent contractors, companies, or subcontractors in the performance of the terms and provisions of this Agreement, except to the extent attributable to CITY's 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: CORTECH ENGINEERING, LLC  
1122 CARRIER PARKWAY AVE  
Bakersfield, CA 93308**

- 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.**

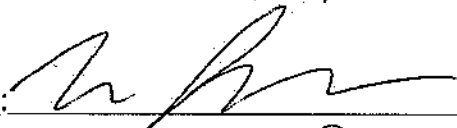
CONTRACTOR's Federal Tax ID Number 20-0693551  
CONTRACTOR is a corporation? Yes X No         
(Please check one.)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

"CITY"  
CITY OF BAKERSFIELD

By: \_\_\_\_\_  
**KAREN GOH**  
Mayor

"CONTRACTOR"  
CORTECH ENGINEERING, LLC

By:  \_\_\_\_\_  
Print Name: MARC SANCHEZ  
Title: V.P.

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, B  
                         Insurance documents



## City of Bakersfield Rate Sheet

September 01, 2019 – December 31, 2021

<b>PERSONNEL PER HOUR:</b>	<b>S/T</b>	<b>O/T</b>	<b>D/T</b>
Field Mechanic	\$90.00	\$135.00	\$180.00
Electronic Balancing	\$125.00	\$187.50	\$250.00
Machine work	\$100.00	\$150.00	\$200.00

S/T= Standard Time • O/T= Over Time 1.5 • D/T= Double Time

**PER DIEM  
Room and Board**

\$300.00 per day

**SUPPLEMENTAL  
EQUIPMENT:**

Laser Shaft Alignment	(call for price)
Belt Alignment Kit	\$30.00 per hookup
Pressure Washer Cold- Service Truck	\$30.00 an hour
Pressure Washer Hot - Shop	\$60.00 an hour

**SHOP SUPPLIES /  
CONSUMABLES**

5% of Total Cost of Labor  
 Min: \$45.00 - Max : \$150.00

**CALL OUTS**

All call outs: 4 Hour Minimum  
 Holidays: D/T: 8 Hour Minimum

**OVERTIME:**

Will be charged after 8 hours Monday through Friday and the first 12 hours on Saturday.

**DOUBLETIME:**

Will be charged after 12 hours Monday through Saturday and any hours worked on Sunday.

**HOLIDAYS:**

Double-time rates will apply on all holidays recognized by Cortech Engineering.

**MILEAGE & HOT SHOT:**

A fee of \$.90 per mile will be charged for the use of service trucks. Freight and hot-shot services will be invoiced when applicable.

**DELAY TIME:**

Time expended waiting for customer transportation, stand-by, weather, materials, parts, etc., will be invoiced at the respective rate listed above.

**TAXES:**

All rates and prices provided herein are exclusive of applicable local, or county, state, federal, country taxes. Any applicable taxes will be added to each invoice and are the responsibility of the costumer.

**CHANGE:**

Rates are subject to change without notice.



# ADMINISTRATIVE REPORT

**MEETING DATE:** 9/25/2019

Consent – Agreements n.

**TO:** Honorable Mayor and City Council  
**FROM:** Nicolas Fidler, Public Works Director  
**DATE:** 9/4/2019  
**WARD:** Ward 3  
**SUBJECT:** Final Map, Improvement Agreement and Landscape agreement with Woodside 06 N, LP (Developer) for Tract Map 6419, Phase 4 located East of Quail Creek Road and South of Etchart Road.

---

## STAFF RECOMMENDATION:

Staff recommends approval of map and agreement.

## BACKGROUND:

Per Bakersfield Municipal Code Chapter 16, "Subdivisions," Tentative Tract Map 6419 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, Woodside 06 N, LP, 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
▢	Blue Memo	Cover Memo
▢	Improvement Agreement	Agreement
▢	Landscape Agreement	Agreement
▢	Final Map	Backup Material
▢	Vicinity Map	Backup Material



**BAKERSFIELD**

THE SOUND OF *Something Better*

**TO: HONORABLE MAYOR AND COUNCIL MEMBERS**  
**FROM: NICK FIDLER, PUBLIC WORKS DIRECTOR** *NF*  
**DATE: SEPTEMBER 25, 2019**  
**SUBJECT: AGENDA ITEM FOR COUNCIL MEETING OF SEPTEMBER 25, 2019:**  
**CONSENT CALENDAR – Item 8n. (Ward 3)**

---

The Final Map, Improvement Agreement, and Landscape Agreement with Woodside 06 N, LP (Developer) for Tract 6419, Phase 4, were on the agenda for approval. However, subsequent to the publication of the agenda, it was brought to our attention that certain onsite improvements required to be installed as a condition of approval prior to Final Map recordation were not yet completed.

This item will be considered at a future City Council Meeting when the improvements are completed.



**IMPROVEMENT AGREEMENT NO. \_\_\_\_\_**

**FOR**

**Tract 6419 Phase 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 **Woodside 06 N, 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 6419 Phase 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 18, 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<sup>1</sup> 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

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<sup>1</sup> 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 06 N, LP  
9 River Park Place East, Ste 430  
Fresno, California 93720  
Telephone: (559) 437-9000  
Email: chrisw@woodsidehomes.com

**Surety:** Lexan Insurance Company  
Attn: \_\_\_\_\_  
10002 Shelbyville Rd Ste 100  
Louisville KY 40223  
Telephone: 615-553-9500  
Email: \_\_\_\_\_  
License No.: 6082  
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. 26-380-1080.

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**

**DEVELOPER**

**CITY OF BAKERSFIELD**

**WOODSIDE 06 N, LP**

BY: WDS GP, INC., a California Corporation, its General Partner

By: \_\_\_\_\_

**KAREN GOH**  
Mayor

APPROVED as to form:  
**VIRGINIA GENNARO**  
City Attorney

By: \_\_\_\_\_

Print Name: CHRIS WILLIAMS

Title: VICE PRESIDENT

By: \_\_\_\_\_

**RICHARD IGER**  
Deputy City Attorney

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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



**CALIFORNIA 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 Fresno

On August 27, 2019 before me, Katherine Ann Casanova, Notary Public,  
Date Here Insert Name and Title of the Officer

personally appeared Chris Williams  
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]  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**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: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

**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:



**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 B**  
**Required Security**

## Required Security

TYPE OF SECURITY	Performance	Labor & Materials/ Payment	Warranty/ Maintenance
<b>WHEN REQUIRED</b>	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
<b>AMOUNT OF SECURITY</b>	<b>100%</b> of the total estimated cost of the Improvements as reflected in the Engineer's Estimate attached hereto as <b>Exhibit C</b> and incorporated herein by reference ("Engineer's Estimate")	<b>50%</b> of the total estimated cost of the Improvements as reflected in the attached Engineer's Estimate.	<b>10%</b> of the total estimated cost of the Improvements as reflected in the attached Engineer's Estimate
<b>DATE OF RELEASE/ REDUCTION</b>	<p>Within <b>30 days</b> after City records a NOC of the Improvements; <b>but</b>, 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.</p> <p>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.</p>	<p><b>90 days</b> 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</p>	<p><b>18 months</b> after recordation of the NOC of the Improvements</p>

**EXHIBIT C**  
**Engineer's Estimate**

**WOODSIDE HOMES  
STERLING RANCH  
TRACT NO. 6419 PHASE 4**

**BONDING ESTIMATE**

Item	Description	Quantity	Unit	Unit Cost	Total	% Complete	Remaining
<b>SANITARY SEWERS</b>							
1	8" PVC Sewer Main	2,381	EA	\$55.00	\$130,955.00	90%	\$13,095.50
2	Standard Manhole 6' to 8'	8	EA	\$2,600.00	\$20,800.00	75%	\$5,200.00
3	4" Laterals	1,950	LF	\$30.00	\$58,500.00	90%	\$5,850.00
<b>SANITARY SEWERS TOTAL:</b>					<b>\$210,255.00</b>		<b>\$24,145.50</b>
<b>STORM DRAINAGE</b>							
1	16" R.C.P.	854	LF	\$95.00	\$81,130.00	90%	\$8,113.00
2	Standard Catch Basin	4	EA	\$5,000.00	\$20,000.00	75%	\$5,000.00
3	Standard Manhole	5	EA	\$4,000.00	\$20,000.00	75%	\$5,000.00
<b>STORM DRAINAGE TOTAL:</b>					<b>\$121,130.00</b>		<b>\$18,113.00</b>
<b>ROADWAY/ STREET IMPROVEMENTS</b>							
1	Asphalt Concrete	5,200	TON	\$75.00	\$390,000.00	0%	\$390,000.00
2	Aggregate Base	4,477	CY	\$70.00	\$313,390.00	0%	\$313,390.00
3	Compacted Subgrade	6,479	CY	\$25.00	\$161,975.00	0%	\$161,975.00
4	6" Curb & Gutter	7,253	LF	\$25.00	\$181,325.00	0%	\$181,325.00
5	Concrete Sidewalk	39,892	SF	\$6.00	\$239,352.00	0%	\$239,352.00
6	Handicap Ramps	13	EA	\$2,500.00	\$32,500.00	0%	\$32,500.00
7	Driveway Approach	6,630	SF	\$6.00	\$39,780.00	0%	\$39,780.00
8	Street Signs	11	EA	\$300.00	\$3,300.00	0%	\$3,300.00
9	Miscellaneous Signs	8	EA	\$300.00	\$2,400.00	0%	\$2,400.00
10	Street Monuments/Encasements	13	EA	\$650.00	\$8,450.00	0%	\$8,450.00
11	Sawcut	1,350	LF	\$3.00	\$4,050.00	0%	\$4,050.00
12	Striping	6,751	LF	\$2.00	\$13,502.00	0%	\$13,502.00
<b>ROADWAY/ STREET IMPROVEMENTS TOTAL:</b>					<b>\$1,390,024.00</b>		<b>\$1,390,024.00</b>
<b>MISCELLANEOUS ITEMS</b>							
1	Street Lights (5800 lumen)	10	EA	\$6,000.00	\$60,000.00	0%	\$60,000.00
2	Street Lights (9500 lumen)	4	EA	\$6,000.00	\$24,000.00	0%	\$24,000.00
3	Block Wall	1,999	LF	\$130.00	\$259,870.00	0%	\$259,870.00
4	6' Chain Link Fence	380	LF	\$75.00	\$28,500.00	0%	\$28,500.00
<b>MISCELLANEOUS TOTAL:</b>					<b>\$372,370.00</b>		<b>\$372,370.00</b>
<b>WATER DISTRIBUTION</b>							
	12" DIP Class 50	2,000	LF	\$60.00	\$120,000.00	0%	\$120,000.00
	8" DIP Class 50	100	LF	\$45.00	\$4,500.00	0%	\$4,500.00
	8" PVC Class 150	2,135	LF	\$35.00	\$74,725.00	0%	\$74,725.00
	6" PVC Class 150	500	LF	\$31.00	\$15,500.00	0%	\$15,500.00
	12" Valve Assembly	5	EA	\$2,100.00	\$10,500.00	0%	\$10,500.00
	8" Valve Assembly	8	EA	\$1,050.00	\$8,400.00	0%	\$8,400.00
	Valve Box	13	EA	\$510.00	\$6,630.00	0%	\$6,630.00
	2" Blowoff	3	EA	\$1,200.00	\$3,600.00	0%	\$3,600.00
	4" Blowoff	1	EA	\$2,000.00	\$2,000.00	0%	\$2,000.00
	1" Domestic Service	50	EA	\$1,100.00	\$55,000.00	0%	\$55,000.00
	Meter Boxes	50	EA	\$105.00	\$5,250.00	0%	\$5,250.00
	Fire Hydrant	5	EA	\$4,000.00	\$20,000.00	0%	\$20,000.00
	Tie-in	3	EA	\$1,100.00	\$3,300.00	0%	\$3,300.00
<b>WATER DISTRIBUTION TOTAL:</b>					<b>\$329,405.00</b>		<b>\$329,405.00</b>

WOODSIDE HOMES  
STERLING RANCH  
TRACT NO. 6419 PHASE 4

BONDING ESTIMATE

SUMMARY

	TOTAL	REMAINING
TOTAL COST WITHOUT CONTINGENCIES:	2,423,184	\$2,134,058
CONTINGENCIES 20%:	484,637	\$426,812
TOTAL:	2,907,821	\$2,560,869
ENFORCEMENT COST 15% or \$15,000 (IF BOND):		\$15,000
FAITHFUL PERFORMANCE BOND (\$2,560,869+\$15,000)		2,575,869
LABOR & MATERIALS BOND (50% OF \$2,907,821+\$15,000)		1,461,410



**EXHIBIT D**  
**Security**

## 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: Monticello Tract No. 6419 Phase 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 \$2,575,869.00 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 August 23, 2019.

**PRINCIPAL**  
Woodside 06N, LP

By: WDS GP, INC. a California Corporation

Its: General Partner

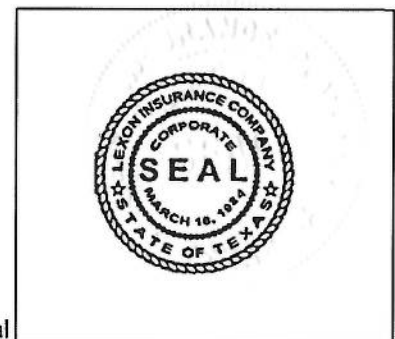
By: [Signature]

Its: VICE PRESIDENT

**SURETY**  
Lexon Insurance Company

By: [Signature]  
Kelly A. Gardner

Its: Attorney-in-Fact





POWER OF ATTORNEY

Bond #: LICX1184168  
Principal: Woodside 06N, LP  
Obligee: 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 23rd Day of August, 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 truthfulness, accuracy or validity of that document.

State of IL

County of DuPage

On August 23, 2019 before me, Tariese M. Pisciotto, Notary Public

personally appeared Kelly A. Gardner

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 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

**CALIFORNIA 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 Fresno

On August 27, 2019 before me, Katherine Ann Casanova, Notary Public,  
Date Here Insert Name and Title of the Officer

personally appeared Chris Williams  
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

Place Notary Seal and/or Stamp Above

**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: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_



## 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: Monticello Tract No. 6419 Phase 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 \$ 1,461,410.00 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 August 23, 2019.

#### PRINCIPAL

Woodside 06N, LP

By: WDS GP, INC. a California Corporation

Its: General Partner

By: [Signature]

Its: VICE PRESIDENT

#### SURETY

Lexon Insurance Company

By: [Signature]

Kelly A. Gardner

Its: Attorney-in-Fact



POWER OF ATTORNEY

Lexon Insurance Company

Bond #: LICX1184168

Principal: Woodside 06N, LP

Obligee: 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: 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

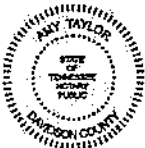


BY

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 23rd Day of August, 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 truthfulness, accuracy or validity of that document.

State of IL

County of DuPage

On August 23, 2019 before me, Tariese M. Pisciotto, Notary Public

personally appeared Kelly A. Gardner

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 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



**CALIFORNIA 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 Fresno

On August 27, 2019 before me, Katherine Ann Casanova, Notary Public

personally appeared Chris Williams  
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

Place Notary Seal and/or Stamp Above

**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: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

**EXHIBIT E**  
**Insurance**





WOODGRO-01

MSANDUCCI

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/22/2019

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).

<b>PRODUCER</b> License # 0D25325 D.L.D. Insurance Brokers, Inc. 17712 Mitchell North Irvine, CA 92614	<b>CONTACT NAME:</b>		
	<b>PHONE (A/C, No, Ext):</b> (949) 221-1788 <b>FAX (A/C, No):</b> (949) 221-1799		
	<b>E-MAIL ADDRESS:</b> info@dlidins.com		
<b>INSURED:</b>  Woodside 06N, LP, dba Woodside Homes of Fresno, LP Woodside Homes Company, LLC et al 9 River Park Place East #430 Fresno, CA 93720	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Liberty Mutual		23043
	<b>INSURER B:</b> Vantropo Speciality Company		
	<b>INSURER C:</b> Ironshore Indemnity		23647
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

## 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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		X	595XR4629015	04/01/2015	04/01/2020	EACH OCCURRENCE \$ 5,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$ 5,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			5087049500	07/01/2019	07/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			002347500	04/01/2015	04/01/2020	EACH OCCURRENCE \$ 10,000,000
							AGGREGATE \$ 10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N 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)  
All Operations. This certificate does not amend, extend, or alter the coverage afforded by the policy.

Re: Tract 6419 Phase 4

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.

## CERTIFICATE HOLDER

## CANCELLATION

City of Bakersfield  
Public Works Department  
1501 Truxton Avenue  
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

*[Signature]*

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-

Re: Tract 6419 Phase 4

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.



WOODGRO-01

MSANDUCCI

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/22/2019

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		
INSURED  Woodside 06N, LP, dba Woodside Homes of Fresno, LP 9 River Park Place East #430 Fresno, CA 93720	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Everest Premier Insurance Co.		16045
	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						
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Per occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMPI/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Per accident) \$
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED: RETENTION S						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			CA10001232191	07/01/2019	07/01/2020	X PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/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)

Tract 6419 Phase 4

Certificate of insurance issued as evidence of workers' compensation coverage.

Waiver of Subrogation applies in favor of the certificate holder.

## CERTIFICATE HOLDER

## CANCELLATION

City of Bakersfield 1600 Truxtun Avenue 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 

**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.

**LANDSCAPE IMPROVEMENT AGREEMENT NO. \_\_\_\_\_**

**FOR**

**TRACT 6419 PHASE 4**

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 06 N, 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 6419 Phase 4 (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.

## A G R E E M E N T

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 August 18, 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:

<b>City:</b>	CITY OF BAKERSFIELD Public Works Department Attention: Subdivisions 1600 Truxtun Avenue Bakersfield, California 93301 Telephone: (661) 326-3724
<b>Developer:</b>	<u>Woodside 06 N, LP</u> <u>9 River Park Place East, Ste. 430</u> <u>Fresno, California 93720</u> <u>Telephone: (559) 437-9000</u> <u>Email: chrisw@woodsidehomes.com</u>

Surety:

Lexan Insurance Company  
Attn: \_\_\_\_\_  
10002 Shelbyville Rd. Ste. 100  
Louisville KY 40233  
Telephone: 615-553-9800  
Email: \_\_\_\_\_  
License No.: 6082  
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. 26-380-1080.  
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**

**DEVELOPER**

**CITY OF BAKERSFIELD**

**WOODSIDE 06 N, LP**

By: WDS GP, INC., a California Corporation, its General Partner

By: \_\_\_\_\_

**KAREN GOH**

Mayor

By: \_\_\_\_\_

Print Name: Chris Williams

Title: VICE PRESIDENT

APPROVED as to form:

**VIRGINIA GENNARO**

City Attorney

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**Exhibit E** – Insurance

**CALIFORNIA 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 Fresno

On August 27, 2019 before me, Katherine Ann Casanova, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Chris Williams  
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

*[Handwritten Signature]*

Signature of Notary Public

Place Notary Seal and/or Stamp Above

**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: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

**EXHIBIT A**  
**Checklist for Notice of Completion**



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 B**  
**Required Security**

## Required Security

TYPE OF SECURITY	Performance	Labor & Materials/ Payment
<b>WHEN REQUIRED</b>	When Developer submits executed Agreement and final map to City for approval	When Developer submits executed Agreement and final map to City for approval
<b>AMOUNT OF SECURITY</b>	<b>100%</b> of the total estimated cost of the Improvements as reflected in the Engineer's Estimate attached hereto as <b>Exhibit C</b> and incorporated herein by reference ("Engineer's Estimate")	<b>50%</b> of the total estimated cost of the Improvements as reflected in the attached Engineer's Estimate
<b>DATE OF RELEASE/ REDUCTION</b>	<p>Within <b>30 days</b> after City serves Developer with the Developer/Contractor Acceptance Letter; <b>but</b>, 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.</p> <p>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.</p>	<p><b>90 days</b> 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</p>

**EXHIBIT C**  
**Engineer's Estimate**

WOODSIDE HOMES  
STERLING RANCH  
TRACT NO. 6419 PHASE 4

LANDSCAPE BONDING ESTIMATE

Item	Description	Quantity	Unit	Unit Cost	Item Total
1	Landscape area	23,440	SF	\$6.50	<u>\$152,360.00</u>

MISCELLANEOUS TOTAL: \$152,360.00

TOTAL COST WITHOUT CONTINGENCIES: \$152,360.00

CONTINGENCIES 20% \$30,472.00

ENFORCEMENT COST (15% or \$15,000) \$15,000.00

FAITHFUL PERFORMANCE BOND \$197,832.00

LABOR & MATERIALS BOND \$98,916.00





**EXHIBIT D**  
**Security**

## 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: Monticello Tract No. 6419 Phase 4 - 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 Lexon Insurance Company ("Surety") are held and firmly bound unto the City in the penal sum of \$197,832.00 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 August 23, 2019.

**PRINCIPAL**  
Woodside 06N, LP

By: WDS GP, INC a California Corporation

Its: General Partner

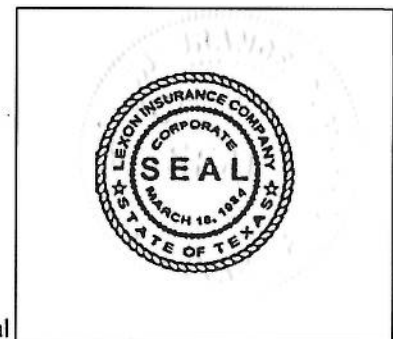
By: [Signature]

Its: VICE PRESIDENT

**SURETY**  
Lexon Insurance Company

By: [Signature]  
Kelly A. Gardner

Its: Attorney-in-Fact



POWER OF ATTORNEY

Bond #: LICX1184169  
Principal: Woodside 06N, LP  
Obligee: 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 23rd Day of August, 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 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 Fresno

On August 27, 2019 before me, Katherine Ann Casanova, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Chris Williams  
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

Place Notary Seal and/or Stamp Above

**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: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_



# 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 truthfulness, accuracy or validity of that document.

State of IL

County of DuPage

On August 23, 2019 before me, Tariese M. Pisciotto, Notary Public  
Date 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 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

## 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: Monticello Tract No. 6419 Phase 4 - 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 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 \$ 98,916.00 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 August 23, 2019.

#### PRINCIPAL

Woodside 06N, LP

By: WDS, GP INC. a California Corporation

Its: General Partner

By: [Signature]

Its: VICE PRESIDENT

#### SURETY

Lexon Insurance Company

By: [Signature]

Kelly A. Gardner

Its: Attorney-in-Fact



POWER OF ATTORNEY

Bond #: LICX1184169  
Principal: Woodside 06N, LP  
Obligee: 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 23rd Day of August, 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 truthfulness, accuracy or validity of that document.

State of IL

County of DuPage

On August 23, 2019 before me, Tariese M. Pisciotto, Notary Public

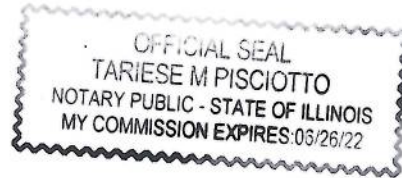
personally appeared Kelly A. Gardner

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 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



**CALIFORNIA 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 Fresno

On August 27, 2019 before me, Katherine Ann Casanova, Notary Public,  
Date Here Insert Name and Title of the Officer

personally appeared Chris Williams  
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]  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**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: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

**EXHIBIT E**  
**Insurance**



WOODGRO-01

MSANDUCCI

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/22/2019

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 # 0025325 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@didins.com		
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(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Liberty Mutual		23043
		INSURER B: Vantopro 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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	595XR4629015	04/01/2015	04/01/2020	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OPR AGG \$ 5,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		5087049500	07/01/2019	07/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$		002347500	04/01/2015	04/01/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> 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: Tract 6419 Phase 4

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.

## CERTIFICATE HOLDER

## CANCELLATION

City of Bakersfield  
Public Works Department  
1501 Truxton Avenue  
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

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-

Re: Tract 6419 Phase 4

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.



WOODGRO-01

MSANDUCCI

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/22/2019

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).

<b>PRODUCER</b> License # 0D25325 D.L.D. Insurance Brokers, Inc. 17712 Mitchell North Irvine, CA 92614		<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> (949) 221-1788 <b>E-MAIL ADDRESS:</b> info@dldins.com <b>FAX (A/C, No):</b> (949) 221-1799	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Everest Premier Insurance Co.	
		<b>INSURER B:</b>	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**INSURED:**  
Woodside 06N, LP, dba Woodside Homes of Fresno, LP  
9 River Park Place East #430  
Fresno, CA 93720

**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						
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/>						BODILY INJURY (Per person) \$
	HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/>						EACH OCCURRENCE \$
	OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/>						AGGREGATE \$
	DED: <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			CA10001232191	07/01/2019	07/01/2020	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N		N/A				X PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)  
Tract 6419 Phase 4

Certificate of insurance issued as evidence of workers' compensation coverage.  
Waiver of Subrogation applies in favor of the certificate holder.

## 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

*[Signature]*

**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.



# TRACT NO. 6419

## PHASE 4

### OWNER'S STATEMENT

WE HEREBY STATE 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 ALL THE STREETS SHOWN UPON SAID MAP WITHIN SAID SUBDIVISION.

WE ALSO HEREBY DEDICATE FOR PUBLIC USE THE 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 TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND.

THE LANDSCAPE LOTS, LOTS A, B AND C, AS SHOWN UPON THIS MAP WILL BE DEDICATED TO THE CITY OF BAKERSFIELD PER THIS MAP.

WE ALSO HEREBY DEDICATE TO THE CITY OF BAKERSFIELD AN EASEMENT FOR STORM DRAIN AND SEWER PURPOSES UNDER, ON OR OVER A PORTION OF LOTS 7 AND 8 AS SHOWN HEREON.

FOR SUCH TIME AS QUAIL CREEK ROAD AND ETCHART ROAD REMAIN PUBLIC ROADS, WE ALSO HEREBY ABANDON ALL RIGHTS OF DIRECT ACCESS FROM LOTS 23-33, LOTS 42-43 AND LOT D (DRILL ISLAND) SO THAT THE OWNERS OF SAID LOTS ABUTTING SAID ROAD WILL HAVE NO RIGHT OF DIRECT ACCESS WHATSOEVER TO SAID ROAD EXCEPT THE GENERAL EASEMENT OF TRAVEL WHICH BELONGS TO THE PUBLIC.

WE ALSO HEREBY DEDICATE A DRILL SITE, LOT D, IN FAVOR OF TRANSAMERICA MINERALS COMPANY AS DISCLOSED IN THE "CONSENT TO (SUBSURFACE) USE OF LAND" RECORDED SEPTEMBER 14, 2005 AS INSTRUMENT NO. 0205251742 OF OFFICIAL RECORDS.

WE ALSO HEREBY DEDICATE TO THE CITY OF BAKERSFIELD AN EASEMENT FOR WALL FOOTING MAINTENANCE PURPOSES UNDER, ON OR OVER A PORTION OF LOTS 23 THROUGH 33, #2 AND #3 AS SHOWN HEREON.

WOODSIDE O&N, LP  
BY: WDS GP, INC., a California Corporation, its General Partner

Chris Williams 9/7/18  
CHRIS WILLIAMS DATE  
VICE PRESIDENT

### NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA }

COUNTY OF Fresno }

ON 9/7/18 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

SIGNATURE Adrienne Ripley  
PRINT NAME

MY COMMISSION EXPIRES 6/23/21

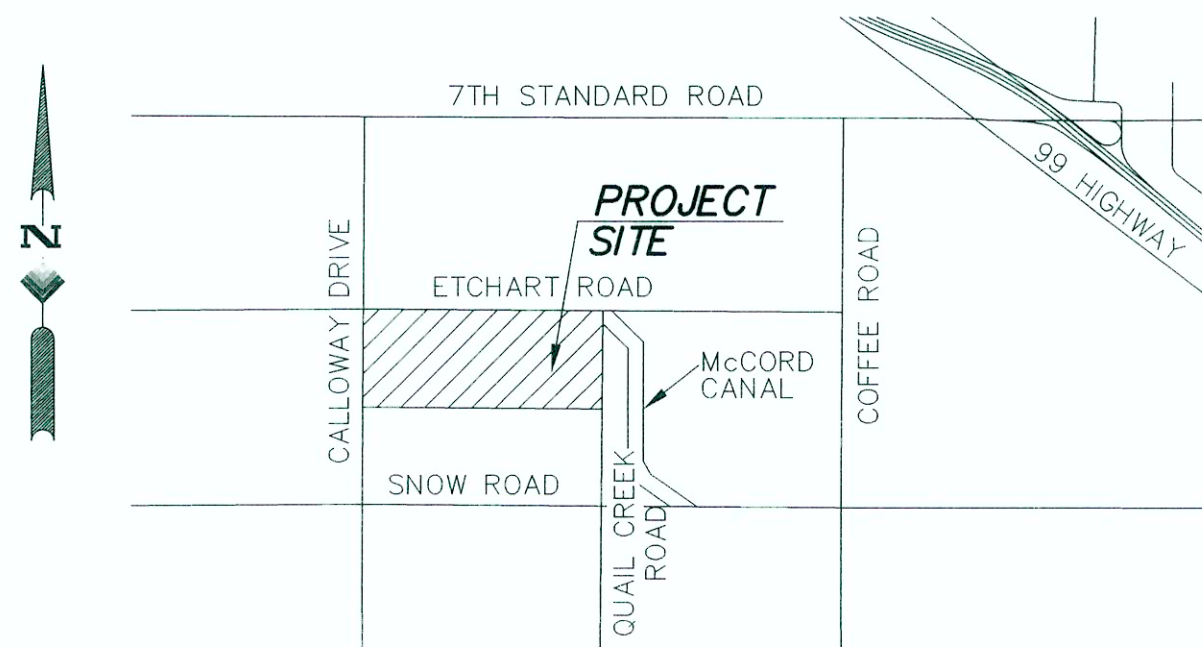
MY COMMISSION NO 2202292

PRINCIPAL PLACE OF BUSINESS Fresno COUNTY

CONSISTING OF 4 SHEETS IN THE CITY OF BAKERSFIELD

BEING A DIVISION OF LOT 1 OF LLA #14-0217 PER CERTIFICATE OF COMPLIANCE RECORDED SEPTEMBER 2, 2014, AS DOCUMENT NO. 000214106224 OF OFFICIAL RECORDS, LOCATED IN SECTION 5, TOWNSHIP 29 SOUTH, RANGE 27 EAST, MOUNT DIABLO BASE & MERIDIAN, IN THE CITY OF BAKERSFIELD, COUNTY OF KERN, STATE OF CALIFORNIA.

CONTAINING 50 SINGLE FAMILY LOTS 21.68 ACRES  
4 LETTERED NON-BUILDABLE LOTS



VICINITY MAP  
NOT TO SCALE

### CITY CLERK'S STATEMENT

THE CITY COUNCIL OF THE CITY OF BAKERSFIELD HEREBY ORDERS THAT THE MAP OF TRACT NO. 6419, PHASE 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 LOTS "A", "B" AND "C" 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 ACCEPTED FOR PUBLIC USE SUBJECT TO CONSTRUCTION OF ALL IMPROVEMENTS BY THE SUBDIVIDER AND ACCEPTANCE OF ALL IMPROVEMENTS BY THE CITY. 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, 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 OF SIGNATURES OF THE FOLLOWING INTERESTS ARE HEREBY WAIVED:

NAME	INTEREST
BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION	OIL, GAS AND/OR MINERALS BY DOCUMENT RECORDED FEBRUARY 27, 1936 IN BOOK 609, PAGE 478, OF OFFICIAL RECORDS.
KERN COUNTY LAND COMPANY	CANALS, DITCHES, POLES AND ELECTRIC TRANSMISSION WIRES EASEMENT PER BOOK 80, PAGE 383, OF DEEDS. (CANNOT BE PLOTTED FROM RECORD)
PACIFIC TELEPHONE AND TELEGRAPH COMPANY	GUY WIRE EASEMENT PER BOOK 174, PAGE 215, OF OFFICIAL RECORDS. (CANNOT BE PLOTTED FROM RECORD)
KERN RIVER CANAL & IRRIGATION COMPANY & CITY OF BAKERSFIELD	MAIN & LATERAL CANALS EASEMENTS PER BOOK 128, PAGE 258, OF OFFICIAL RECORDS. (CANNOT BE PLOTTED FROM RECORD) QUITCLAIM TO THE CITY OF BAKERSFIELD PER BOOK 4999, PAGE 409, AS INSTRUMENT NO. 53047, O.R.
COUNTY OF KERN	PUBLIC ROAD EASEMENT, COUNTY ROAD NO. 719, ALSO KNOWN AS ETCHART ROAD, RECORDED OCTOBER 1, 1928, VOLUME 29, PAGE 104, OF MINUTES BOOKS.
STANDARD OIL CO. & STANDARD GASOLINE CO. & CHEVRON PIPELINE COMPANY	EASEMENT FOR PIPELINES RECORDED AUGUST 5, 1954, IN BOOK 2271, PAGE 190, OF OFFICIAL RECORDS AND CONVEYED TO CHEVRON PIPELINE COMPANY BY ASSIGNMENT OF EASEMENT AND RIGHT-OF-WAY, RECORDED JULY 15, 1993, IN BOOK 6877, PAGE 1119 AS INSTRUMENT NO. 93-100846, OF OFFICIAL RECORDS.
STANDARD OIL COMPANY OF CALIFORNIA, A DELAWARE CORPORATION	APPURTENANT VALVES, MANHOLES, FITTINGS AND EQUIPMENT FOR CONVEYING OIL, PETROLEUM, GAS, GASOLINE, WATER OR OTHER SUBSTANCES BY DOCUMENT RECORDED JANUARY 5, 1956, IN BOOK 2539, PAGE 70, OF OFFICIAL RECORDS.
PACIFIC GAS & ELECTRIC COMPANY	ELECTRICAL & COMMUNICATION FACILITIES EASEMENT, RECORDED MAY 30, 1986, IN BOOK 5878, PAGE 1065, OF OFFICIAL RECORDS.
PACIFIC GAS & ELECTRIC COMPANY	ELECTRICAL & COMMUNICATION FACILITIES & APPURTENANCES EASEMENT, RECORDED JANUARY 16, 1991, IN BOOK 6478, PAGE 750, OF OFFICIAL RECORDS.
TRANSAMERICA MINERALS COMPANY	DRILL SITE AS DISCLOSED IN THE "CONSENT TO (SUBSURFACE) USE OF LAND" RECORDED SEPTEMBER 14, 2005, AS INSTRUMENT NO. 0205251742, OF OFFICIAL RECORDS.
LENNAR HOMES OF CALIFORNIA, INC.	DECLARATION OF SITE IMPROVEMENT COVENANTS, CONDITIONS AND RESTRICTIONS AND RECIPROCAL EASEMENT AGREEMENT RECORDED MARCH 10, 2014, AS DOCUMENT NO. 000214026625, AND AMENDED APRIL 7, 2014, AS DOCUMENT NO. 000214038325, OF OFFICIAL RECORDS.
NORTH OF THE RIVER SANITARY DISTRICT NO. 1, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA	EASEMENT TO LAY AND MAINTAIN WATER PIPELINES AND LINES TO CARRY SEWAGE, INGRESS AND EGRESS, TRIM TREES AND FOLIAGE AND INCIDENTAL PURPOSES, AS GRANTED TO NORTH RIVER SANITARY DISTRICT NO. 1, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, IN DEED RECORDED MARCH 27, 2015 AS INSTRUMENT NO. 0215035864, OF OFFICIAL RECORDS.

I HEREBY CERTIFY THAT THE FOREGOING ORDERS WERE ADOPTED BY THE CITY COUNCIL OF THE CITY OF BAKERSFIELD AT A MEETING HELD AUGUST 18, 2005.

CITY CLERK AND EX-OFFICIO CLERK OF THE COUNCIL OF THE CITY OF BAKERSFIELD

### 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 WOODSIDE O&N, LP., DURING MAY, 2014 AND UPDATED IN JUNE 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 2020 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.

RRWL 1/28/2019  
R. BRANDON WALKER, P.L.S. 8832 DATE

### NOTICE

IN ACCORDANCE WITH SECTION 16.44.030 OF THE CITY OF BAKERSFIELD MUNICIPAL CODE, THE BUILDING DIRECTOR SHALL NOT APPROVE ANY BUILDING PERMIT ON ANY LOT WITHIN THIS TRACT UNTIL A FINAL SOILS REPORT AND A FINAL GRADING REPORT HAVE BEEN SUBMITTED TO HIM AND APPROVED BY HIM.

A PRELIMINARY SOILS REPORT DATED MAY 16, 2014 HAS BEEN PREPARED BY CTL-SEE'S, INC. UNDER THE SIGNATURE OF DAVID S. SEE, 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 THE MAP IS TECHNICALLY CORRECT.

JIM MATERN SCHROETER, L 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 TO MY BEST KNOWLEDGE AND BELIEF.

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 AUGUST 18, 2005, 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 IN BOOK \_\_\_\_\_ OF MAPS AT PAGE \_\_\_\_\_ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF KERN, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018 AT \_\_\_\_\_ M., AT THE REQUEST OF OK

JON LIFQUIST  
KERN COUNTY ASSESSOR/RECORDER

By: \_\_\_\_\_  
DEPUTY RECORDER



# TRACT NO. 6419 PHASE 4

LLA No. 113-01,  
Certificate of Compliance,  
Doc # 0202106553, O.R.

W. 1/4 COR. SEC. 5 29/27  
& SALES MAP CORNER  
FOUND CONC. MON. WITH  
BRASS PIN 18" DEEP, PER  
TRACT NO. 5222, IN BK. 39,  
PGS 113-114

ETCHART RD. @ RIVERTON ST.  
FOUND 6" CONC. MON. IN LH.  
L.S. 5565, 12" DEEP, 0.03' N OF LINE

ETCHART RD. FOUND CONC. MON.  
IN LH. R.C.E. 15331, 12" DEEP  
PER TRACT NO. 5222,  
IN BK. 39, PAGES 113-114  
0.06' N OF LINE

Tract No. 5222  
Bk. 39 of Maps,  
PGS. 113-114

ETCHART RD. @ BOREL ST.  
FOUND CONC. MON. IN LH.  
R.C.E. 15331, 12" DEEP  
PER TRACT NO. 5222,  
IN BK. 39, PAGES 113-114

BOREL ST.  
(PRIVATE)

Parcel 3,  
PMW 712, BK. 5862,  
PG. 291, O.R.

10' WIDE EASEMENT GRANTED TO STANDARD OIL COMPANY OF  
CALIFORNIA, RECORDED JANUARY 5, 1956, IN BK. 2539, PG. 70, O.R.

FOUND 2" I.P. AND NAIL  
(NO TAG) 4" DEEP, REJECTED  
2.75' N & 0.32' W OF CORNER

SEE DETAIL 'A'  
THIS SHEET

## LEGEND

- ▲ FOUND AS DESCRIBED
- △ FOUND 2" IRON PIPE TAGGED PLS 8191 PER TRACT 6419, PHASE 1, RECORDED NOVEMBER 18, 2014, IN BOOK 60, PAGES 113-115, O.R.
- FOUND 2" IRON PIPE TAGGED PLS 8191 PER TRACT 6419, PHASE 2, RECORDED FEBRUARY 9, 2016, IN BOOK 61, PAGES 96-99, O.R.
- FOUND 6" CONCRETE MONUMENT W/BRASS CAP STAMPED PLS 8191, IN MONUMENT ENCASUREMENT, PER TRACT 6419, PHASE 1, RECORDED NOVEMBER 18, 2014, IN BOOK 60, PAGES 113-115, O.R.
- ⊙ FOUND 6" CONCRETE MONUMENT W/BRASS CAP STAMPED PLS 8191, IN MONUMENT ENCASUREMENT, PER TRACT 6419, PHASE 2, RECORDED FEBRUARY 9, 2016, IN BOOK 61, PAGES 96-99, O.R.
- FOUND 6" CONCRETE MONUMENT W/BRASS CAP STAMPED PLS 8191, IN MONUMENT ENCASUREMENT, PER TRACT 6419, PHASE 3, RECORDED JANUARY 26, 2016, IN BOOK 61, PAGES 92-95, O.R.
- ⊙ SET 6" CONCRETE MONUMENT W/BRASS CAP STAMPED PLS 8832, IN MONUMENT ENCASUREMENT
- ⊙ 10' RADIUS NON-BUILDABLE AREA (SEE TABLE FOR ABANDONED OIL WELL INFORMATION)
- CONC. CONCRETE
- MON. MONUMENT
- LH. LAMPHOLE
- K.C.R. KERN COUNTY RECORDS
- K.C.S. KERN COUNTY SURVEYOR
- O.R. OFFICIAL RECORDS OF KERN COUNTY
- SUBDIVISION BOUNDARY
- ( ) RECORD DATA PER TRACT NO. 5909, RECORDED IN BOOK 48 OF MAPS, PAGES 22-24.
- (( )) RECORD DATA PER SURVEY INVESTIGATION MAP 7-1, BOOK 6, PAGE 50.
- [ ] RECORD DATA PER TRACT 6419, PHASE 2, RECORDED FEBRUARY 9, 2016, IN BOOK 61, PAGES 96-99, O.R.
- [ [ ] ] RECORD PER CERTIFICATE OF COMPLIANCE RECORDED FOR LOT LINE ADJUSTMENT NO. 14-0004, IN DOCUMENT NO. 000214024735, O.R.
- < > RECORD PER TRACT 6419 PHASE 3, RECORDED JANUARY 26, 2016, IN BOOK 61, PAGES 92-95, O.R.
- << >> RECORD PER CERTIFICATE OF COMPLIANCE RECORDED FOR LOT LINE ADJUSTMENT NO. 14-0217, IN DOCUMENT NO. 000214106224, O.R.
- SET 3/4" IRON PIPE TAGGED PLS 8832 AT ALL REAR LOT CORNERS, SCRIBED TOP OF CURB AND SET TAG PLS 8832 THEREON AT PROJECTION OF LOT LINE IN LIEU OF FRONT CORNERS.
- ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.

## THE FOLLOWING EASEMENTS CAN NOT BE PLOTTED FROM RECORD

- AN EASEMENT FOR POLES AND TRANSMISSION WIRES RESERVED BY KERN COUNTY LAND COMPANY, A CORPORATION, RECORDED MAY 13, 1909, PER BOOK 80, PAGE 383, OF DEEDS.
- AN EASEMENT FOR GUY WIRES GRANTED TO THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY, RECORDED APRIL 6, 1927, PER BOOK 174, PAGE 215, OF OFFICIAL RECORDS.
- AN EASEMENT FOR MAIN AND LATERAL CANALS AND INCIDENTAL PURPOSES IN FAVOR OF KERN RIVER CANAL AND IRRIGATING COMPANY, RECORDED JUNE 25, 1928 IN BOOK 128, PAGE 258 OF OFFICIAL RECORDS. QUITCLAIM TO THE CITY OF BAKERSFIELD PER BOOK 4999, PAGE 409, AS INSTRUMENT. NO. 53047, O.R.
- DECLARATION OF SITE IMPROVEMENT COVENANTS, CONDITIONS AND RESTRICTIONS AND RECIPROCAL EASEMENT AGREEMENT RECORDED MARCH 10, 2014, AS DOCUMENT NO. 000214026625, AND AMENDED APRIL 7, 2014, AS DOCUMENT NO. 000214038325, O.R. AFFECTS ALL OF SUBJECT PROPERTY. IN FAVOR OF LENNAR HOMES OF CALIFORNIA, INC.

## 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 \_\_\_\_\_, 2018  
AT \_\_\_\_\_, M., AT THE REQUEST OF OK

JON LIFQUIST  
KERN COUNTY ASSESSOR/RECORDER

BY: \_\_\_\_\_  
DEPUTY RECORDER

SHEET 2 OF 4

DOGGR ABANDONED OIL WELLS - MAY 15, 2014			
#	NAME	API #	STATUS
1	PUSATERI 2	029-56775	GAS NOT DETECTED CAN BE BACKFILLED
2	TRANSAMERICA DEVELOPMENT COMPANY 2	029-66950	GAS NOT DETECTED CAN BE BACKFILLED
3	TRANSAMERICA DEVELOPMENT COMPANY 1	029-60627	GAS NOT DETECTED CAN BE BACKFILLED
4	PUSATERI 1	029-56196	GAS NOT DETECTED CAN BE BACKFILLED
5	ANSOLABEHRE 1	029-30964	GAS NOT DETECTED CAN BE BACKFILLED

DETAIL 'A'  
NTS

ETCHART ROAD

E. 1/4 COR. SEC. 5 29/27  
FOUND 2 3/8" I.P. w/K.C.S. BRASS  
CAP MARKED REPLACED 9/03/76  
PER FILED MAP NO. 7-1, BK. 6, PG. 50

K.C.S. 2 3/8" GALV. I.P.  
SALES MAP CORNER, PER FILED  
MAP NO. 7-1, BK. 6, PG. 50

SNOW ROAD

N88°53'53"W 2644.62'  
(N88°53'57"W 2644.62')  
(S88°54'07.4"E 2644.66')

MID-SECTION LINE

FOUND 6" CONC. MON. IN LH.  
L.S. 5332, END OF QUAIL CREEK  
ROAD, 12" DEEP, PER TRACT  
NO. 5909, BK 48, PG 22

QUAIL CREEK ROAD

DETAIL 'B'  
NTS

DETAIL 'C'  
NTS

QUAIL CREEK ROAD

FD. 6" CONC. MON.  
IN LH. L.S. 5332,  
12" DEEP, PER TRACT  
NO. 5909, IN BK. 48, PG. 22



S. 1/4 COR. SEC. 5 29/27  
FOUND K.C.S. CONC. MON. IN LH. MARKED  
FOR 1/4 COR. REPLACED 6/17/74, 18" DEEP  
PER TRACT NO. 5909, IN BK. 48, PAGE 22

QUAIL CREEK ROAD

LOT 29  
OF SALES MAP OF LANDS OF  
KERN COUNTY LAND CO.

SEE DETAIL 'B'  
THIS SHEET

SEE DETAIL 'H'  
SHEET 4 OF 4

LOT 20 1/2  
OF SALES MAP OF LANDS OF  
KERN COUNTY LAND CO.

SEE DETAIL 'G'  
SHEET 4 OF 4

16.5' WIDE EASEMENT FOR  
PIPELINES GRANTED TO  
STANDARD OIL CO. &  
STANDARD GASOLINE CO.  
RECORDED AUGUST 5, 1954,  
IN BK. 2271, PG. 190, O.R.  
AND CONVEYED TO CHEVRON  
PIPELINE COMPANY, RECORDED  
JULY 15, 1993, IN BK. 6877,  
PG. 1119, O.R.

SEE DETAIL 'A'  
THIS SHEET

SEE DETAIL 'G'  
SHEET 4 OF 4

BOREL ST.  
(PRIVATE)

ETCHART ROAD

ETCHART RD. @ RIVERTON ST.  
FOUND 6" CONC. MON. IN LH.  
L.S. 5565, 12" DEEP, 0.03' N OF LINE

ETCHART RD. @ BOREL ST.  
FOUND CONC. MON. IN LH.  
R.C.E. 15331, 12" DEEP  
PER TRACT NO. 5222,  
IN BK. 39, PAGES 113-114

Parcel 3,  
PMW 712, BK. 5862,  
PG. 291, O.R.

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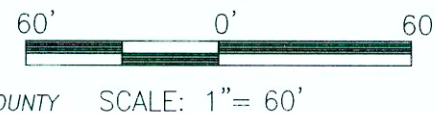
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LEGEND

- ▲ FOUND AS DESCRIBED
- △ FOUND 2" IRON PIPE TAGGED PLS 8191 PER TRACT 6419, PHASE 1, RECORDED NOVEMBER 18, 2014, IN BOOK 60, PAGES 113-115, O.R.
- FOUND 2" IRON PIPE TAGGED PLS 8191 PER TRACT 6419, PHASE 2, RECORDED FEBRUARY 9, 2016, IN BOOK 61, PAGES 96-99, O.R.
- FOUND 6" CONCRETE MONUMENT W/BRASS CAP STAMPED PLS 8191, IN MONUMENT ENCASEMENT, PER TRACT 6419, PHASE 2, RECORDED FEBRUARY 9, 2016, IN BOOK 61, PAGES 96-99, O.R.
- FOUND 6" CONCRETE MONUMENT W/BRASS CAP STAMPED PLS 8191, IN MONUMENT ENCASEMENT, PER TRACT 6419, PHASE 3, RECORDED JANUARY 26, 2016, IN BOOK 61, PAGES 92-95, O.R.
- ◇ SET 3/4" I.P. TAGGED PLS 8832 ON LINE AS 3.00' WITNESS CORNER

- ◎ SET 6" CONCRETE MONUMENT W/BRASS CAP STAMPED PLS 8832, IN MONUMENT ENCASEMENT
- ⊙ 10' RADIUS NON-BUILDABLE AREA (SEE TABLE FOR ABANDONED OIL WELL INFORMATION, SHEET 2)
- CONC. CONCRETE
- MON. MONUMENT
- LH. LAMPPOLE
- PUE PUBLIC UTILITIES EASEMENT
- O.R. OFFICIAL RECORDS OF KERN COUNTY
- /// WAIVER OF DIRECT ACCESS
- SUBDIVISION BOUNDARY



- [ ] RECORD DATA PER TRACT 6419, PHASE 2, RECORDED FEBRUARY 9, 2016, IN BOOK 61, PAGES 96-99, O.R.
- [ ] RECORD PER CERTIFICATE OF COMPLIANCE RECORDED FOR LOT LINE ADJUSTMENT NO. 14-0004, IN DOCUMENT NO. 000214024735, O.R.
- < > RECORD PER TRACT 6419 PHASE 3, RECORDED JANUARY 26, 2016, IN BOOK 61, PAGES 92-95, O.R.
- << >> RECORD PER CERTIFICATE OF COMPLIANCE RECORDED FOR LOT LINE ADJUSTMENT NO. 14-0217, IN DOCUMENT NO. 000214106224, O.R.
- \* NON-HABITABLE SETBACK WITHIN 30' OF THE CENTERLINE OF THE PIPELINE GRANTED TO STANDARD OIL CO. & STANDARD GASOLINE CO. RECORDED AUGUST 5, 1954, IN BOOK 2271, PG. 190, O.R. AND CONVEYED TO CHEVRON PIPELINE COMPANY, RECORDED JULY 15, 1993, IN BK. 6877, PG. 1119, O.R.

SET 3/4" IRON PIPE TAGGED PLS 8832 AT ALL REAR LOT CORNERS, UNLESS NOTED OTHERWISE, SCRIBED TOP OF CURB AND SET TAG PLS 8832 THEREON AT PROJECTION OF LOT LINE IN LIEU OF FRONT CORNERS.

ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.

**BASIS OF BEARINGS**

THE BEARING OF N00°52'25.7"E SHOWN FOR THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 29 SOUTH, RANGE 27 EAST, MOUNT DIABLO BASE & MERIDIAN, IN THE CITY OF BAKERSFIELD, COUNTY OF KERN, STATE OF CALIFORNIA AS SHOWN ON THE SURVEY INVESTIGATION MAP 7-1, BOOK 6, PAGE 50, WAS USED AS THE BASIS OF BEARINGS SHOWN ON THIS MAP.



# TRACT NO. 6419

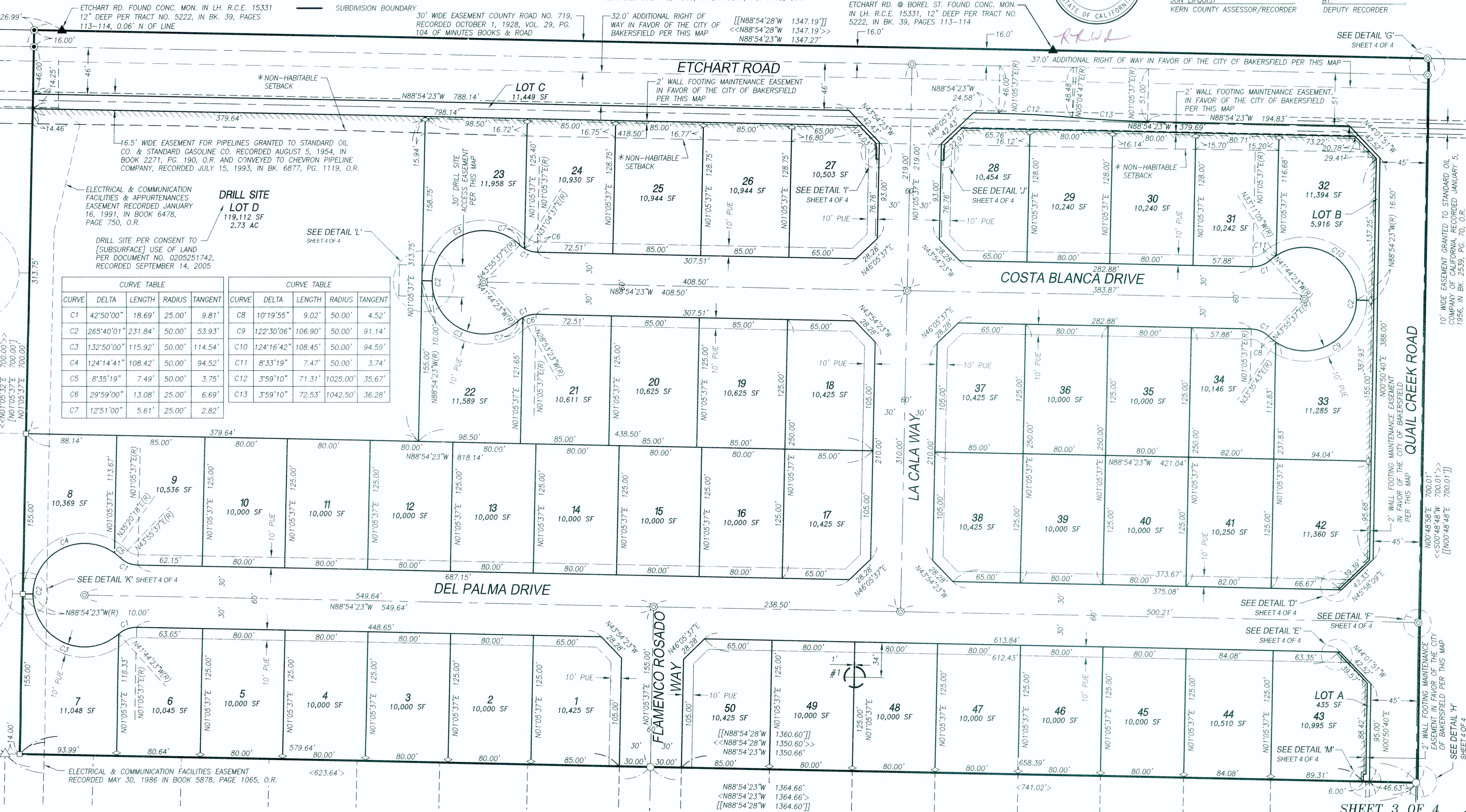
## PHASE 4

### 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 \_\_\_\_\_ 2019 AT \_\_\_\_\_ M., AT THE REQUEST OF QK

JON LIEQUIST  
KERN COUNTY ASSESSOR/RECORDER

BY: \_\_\_\_\_  
DEPUTY RECORDER





# LEGEND

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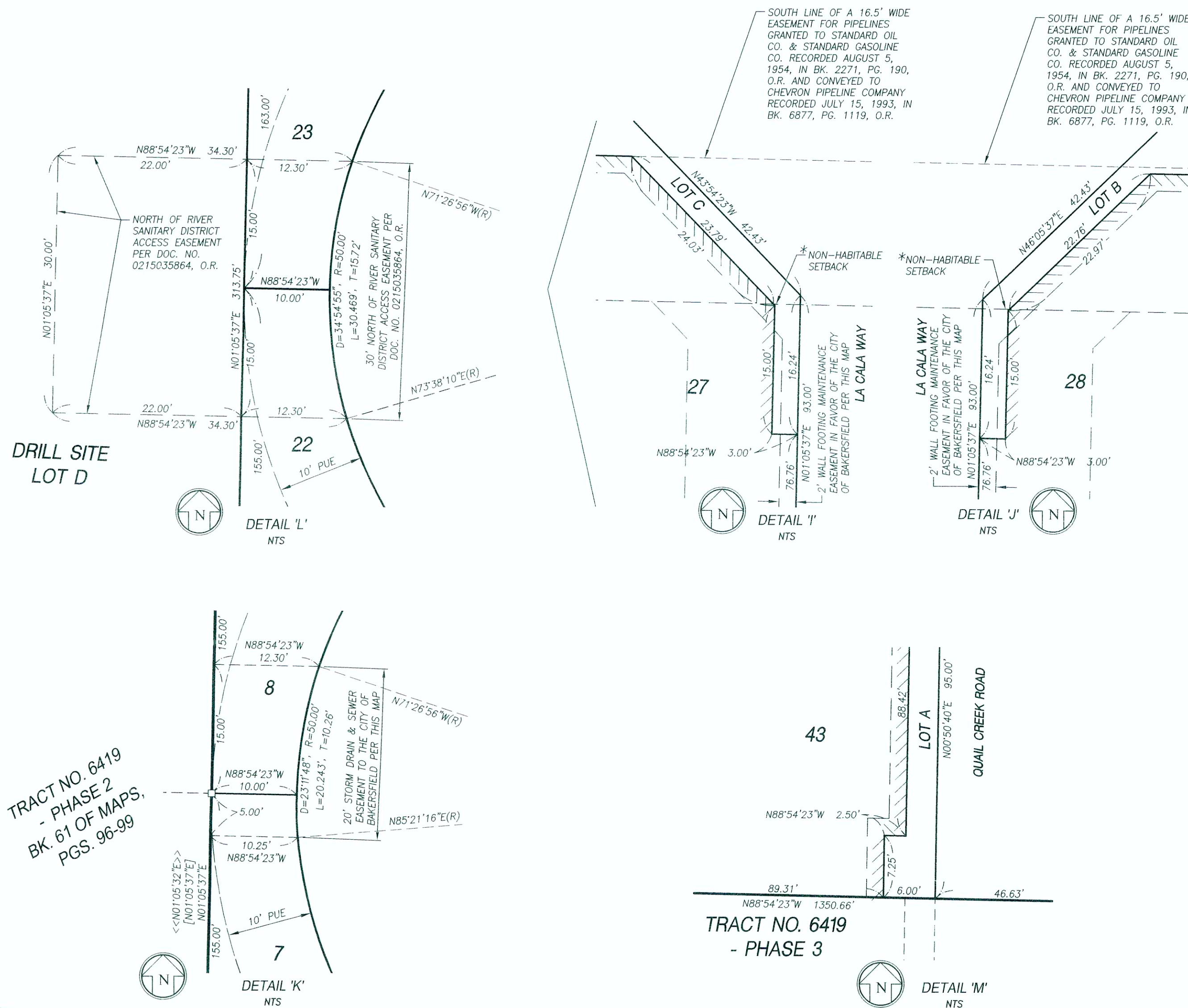
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# BASIS OF BEARINGS

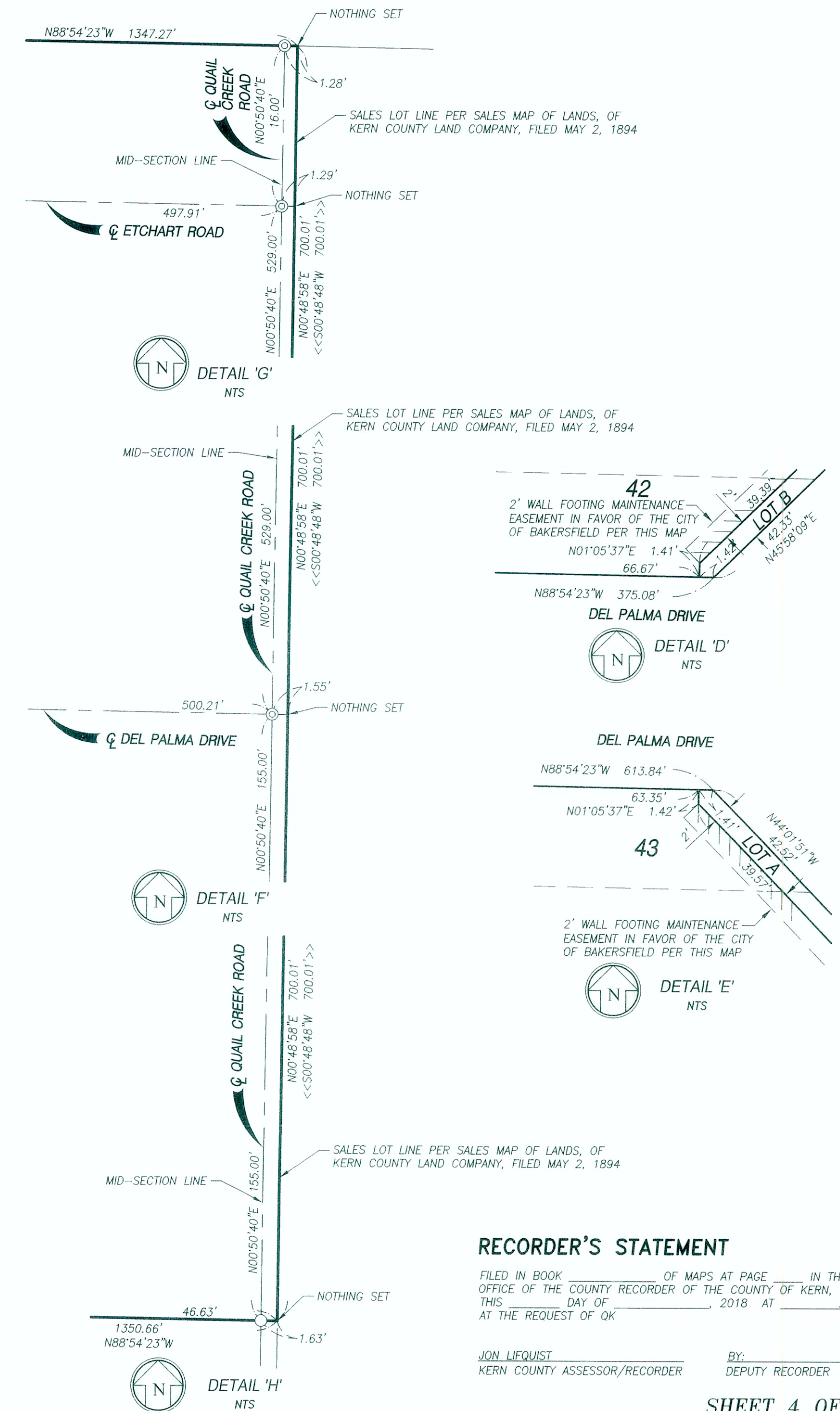
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*R. Brandon Walker*



# TRACT NO. 6419 PHASE 4



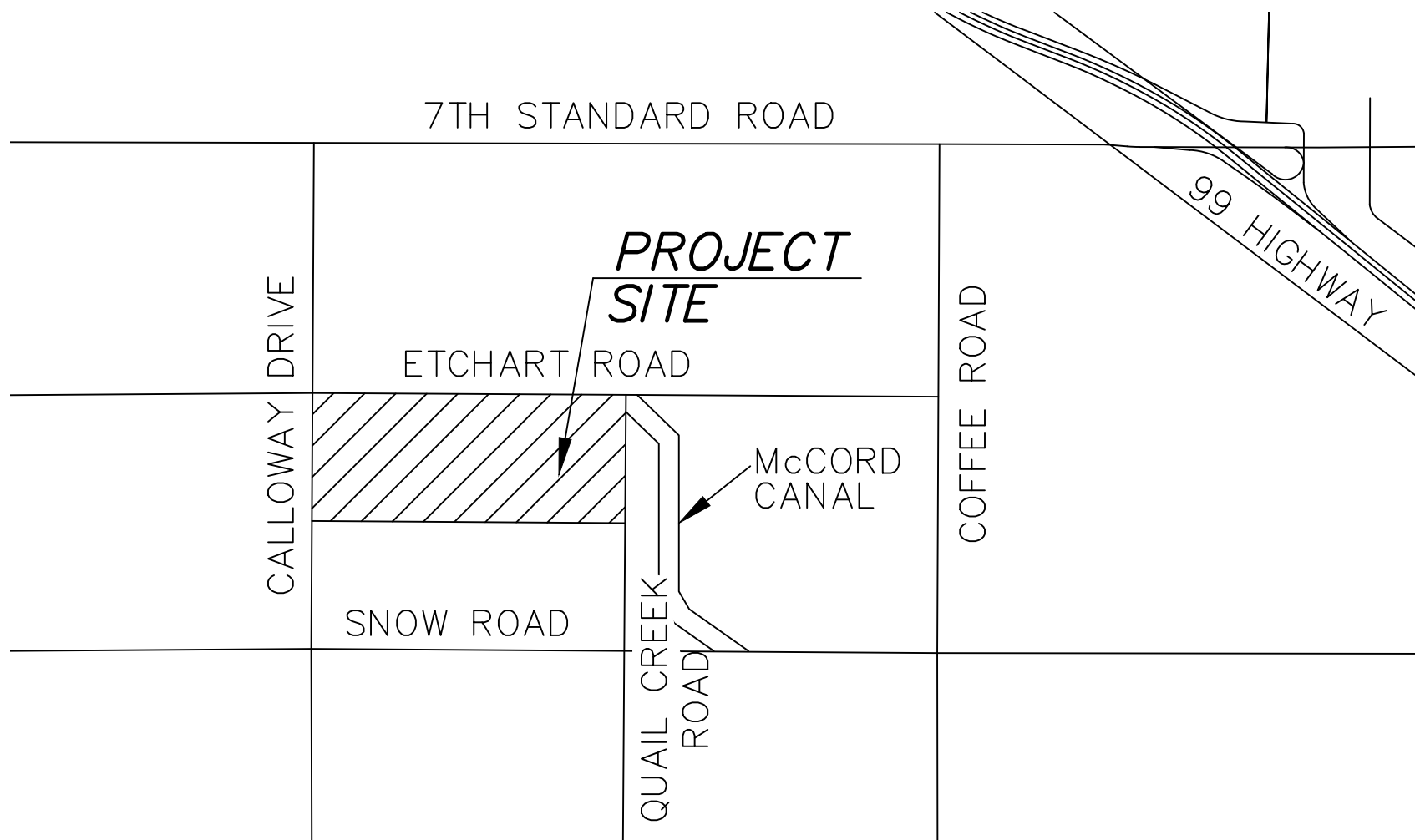
## RECORDER'S STATEMENT

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JON LIFQUIST  
KERN COUNTY ASSESSOR/RECORDER

BY: \_\_\_\_\_  
DEPUTY RECORDER





TR 6419  
VICINITY MAP  
NOT TO SCALE



# ADMINISTRATIVE REPORT

**MEETING DATE:** 9/25/2019

Consent – Agreements o.

**TO:** Honorable Mayor and City Council  
**FROM:** Nicolas Fidler, Public Works Director  
**DATE:** 9/4/2019  
**WARD:** Ward 5  
**SUBJECT:** Final Map and Improvement Agreement with Castle & Cooke a California Inc. (Developer) for Tract 7300, Unit 4 located South of Ming Ave. and East of Highgate Park Blvd.

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## STAFF RECOMMENDATION:

Staff recommends approval of map and agreement.

## 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. If these improvements are not completed when the developer, Castle & Cooke 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 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.

## ATTACHMENTS:

Description	Type
Private Imp. Arg. Tr 7300 Unit 4	Agreement
Tract 7300 unit 4 Final map	Backup Material
Tract 7300 Uint-4 Vicinity Map	Backup Material

**PRIVATE IMPROVEMENT AGREEMENT NO. \_\_\_\_\_**

**FOR**

**Tract 7300 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 and 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 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<sup>1</sup> 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

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<sup>1</sup> For tracts that have no phases, the term "Covered Phase" refers to the Project.



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:** 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 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

**DEVELOPER**

Castle & Cooke California Inc.

By: \_\_\_\_\_

Print Name: Scott R Thayer

Title: SVP

By: \_\_\_\_\_

Print Name: 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

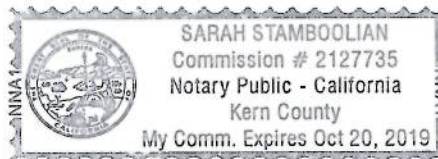
On August 29, 2019 before me, Sarah Stambolian, Notary Public,  
(insert name and title of the officer)

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.

Signature  (Seal)



**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:



**FOR PRIVATE TRACTS ADD THE FOLLOWING ITEMS:**

<b>OK</b>	<b>NA</b>	<b>Checklist item</b>
		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 B**  
**Required Security**

## Required Security

TYPE OF SECURITY	Performance	Labor & Materials/ Payment	Warranty/ Maintenance
<b>WHEN REQUIRED</b>	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
<b>AMOUNT OF SECURITY</b>	100% of the total estimated cost of the Improvements as reflected in the Engineer's Estimate attached hereto as <b>Exhibit C</b> 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
<b>DATE OF RELEASE/ REDUCTION</b>	<p>Within <b>30 days</b> after City records a NOC of the Improvements; <b>but</b>, 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.</p> <p>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.</p>	<p><b>90 days</b> 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</p>	<p><b>18 months</b> after recordation of the NOC of the Improvements</p>

**EXHIBIT C**  
**Engineer's Estimate**

**BOND ESTIMATE  
for City of Bakersfield Tracts**

Tract 7300 - Unit 4

Date: 7/29/2019

Job No: 6811.24

Prepared By: gab

Item No.	Item Description	Qty	Unit	Unit \$	Item \$
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**Tract 7300 Unit 4**

**Storm Drain Improvements**

1.	18" Storm Drain (RGJ-RCP)	240	lf	95.00	22,800
2.	24" Storm Drain (RGJ-RCP)	297	lf	105.00	31,185
3.	Type A Catch Basins	1	ea	5000.00	5,000
4.	Manhole	2	ea	4000.00	8,000
Sub-Total					66,985

**Sewer Improvements**

5.	8" Sewer Line	554	lf	55.00	30,470
6.	4" Laterals	383	lf	30.00	11,490
7.	Standard Manhole, 9' to 12'	2	ea	3000.00	6,000
Sub-Total					47,960

**Water Improvements**

8.	1" Water Service	12	ea	1100.00	13,200
9.	8" Waterline	510	lf	35.00	17,850
10.	8" Gate Valve & Valve Box	2	ea	1560.00	3,120
11.	6" Fire Hydrant Assembly	1	ea	4000.00	4,000
12.	Tie-in to existing line	1	ea	1100.00	1,100
13.	Wharf Hydrant	2	ea	2000.00	4,000
Sub-Total					43,270

**Street Improvements**

14.	A.C. Paving	164	tns	100.00	16,400
15.	Aggregate Base (Class 2)	189	cy	70.00	13,230
16.	Roadway Subgrade Preparation	210	cy	25.00	5,250
17.	Concrete Parking	7,139	sf	9.00	64,251
18.	Concrete Parking Subgrade Preparation	132	cy	25.00	3,300
19.	6" Curb & Gutter	139	lf	25.00	3,475
20.	6" Concrete Curb	921	lf	20.00	18,420
21.	Sidewalk (4" thick)	5,122	sf	6.00	30,732
22.	Driveways (6" thick)	2,016	sf	9.00	18,144
23.	Handicap Ramps (ADA/Title 24/CalTrans)	4	ea	2500.00	10,000
24.	Street Name Signs	2	ea	300.00	600
25.	Street Lights - COB Standard	1	ea	6000.00	6,000
26.	Survey Monument & Encasement	2	ea	750.00	1,500
27.	Saw Cut	20	lf	3.00	60
Sub-Total					191,362

TOTAL IMPROVEMENTS: 349,577

20 % Contingency: 69,915

ENFORCEMENT COST 15,000

TOTAL IMPROVEMENT BOND: 434,492

50% LABOR BOND: 217,246

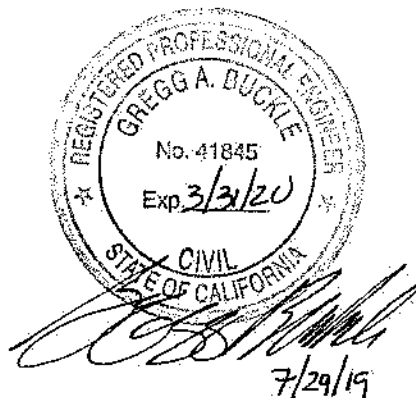


EXHIBIT C

**EXHIBIT D**  
**Security**

Bond No: 1164223  
Premium: \$10,428.00  
Effective Date: 8/30/2019

## 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 Tract 7300 Unit 4-Street 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 \$434,492.00 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 August 28, 2019.

PRINCIPAL  
Castle & Cooke California, Inc.

By: [Signature]

Its: SVP

By: Laura Whitaker

Its: PRESIDENT

SURETY  
Lexon Insurance Company

By: [Signature]  
Joshua Sanford

Its: Attorney-in-Fact





## 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 August 30, 2019 before me, Sarah Stamboolian, Notary Public,  
(insert name and title of the officer)

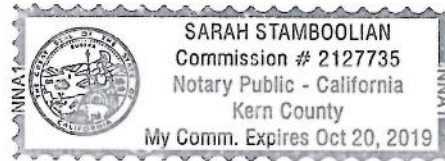
personally appeared Scott R. Thayer and Laura Whitaker,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are  
subscribed to the within instrument and acknowledged to me that ~~he~~/she/they executed the same in  
~~his~~/her/their authorized capacity(ies), 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.

Signature

(Seal)



# 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 truthfulness, accuracy or validity of that document.

State of Connecticut

County of Hartford

On August 28, 2019 before me, Bethany Stevenson, Notary Public  
Date 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 Bethany Stevenson  
Notary Public Signature

**BETHANY STEVENSON**  
**NOTARY PUBLIC - CT 177501**  
 MY COMMISSION EXPIRES SEPT. 30, 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



**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 Tract 7300 Unit 4-Street 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 \$ 217,246.00 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 August 28, 2019.

**PRINCIPAL**

Castle & Cooke California, Inc.

By: [Signature]

Its: SVP

By: Amanda Whitaker

Its: + Resident

**SURETY**

Lexon Insurance Company

By: [Signature]

Joshua Sanford

Its: Attorney-in-Fact



## 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 )

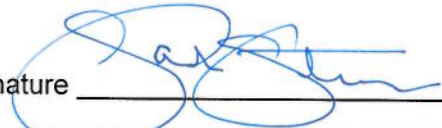
On August 30, 2019 before me, Sarah Stambolian, Notary Public,  
(insert name and title of the officer)

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.

Signature



(Seal)





# 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 truthfulness, accuracy or validity of that document.

State of Connecticut

County of Hartford

On August 28, 2019 before me, Bethany Stevenson, Notary Public  
Date 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.

**BETHANY STEVENSON**  
**NOTARY PUBLIC - CT 177501**  
 MY COMMISSION EXPIRES SEPT. 30, 2023

Witness my hand and official seal.

Signature Bethany Stevenson  
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

POWER OF ATTORNEY

Lexon Insurance Company

Bond #: 1164223

Principal: Castle & Cooke California, Inc.

Obligee: 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*

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*

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 28th Day of August, 2019.



BY

*Andrew Smith*

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)  
08/29/2019

**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).**

<b>PRODUCER:</b> Marsh Risk & Insurance Services CA License #0437153 633 W. Fifth Street, Suite 1200 Los Angeles, CA 90071 Attn: Los Angeles.CertRequest@marsh.com /F: 212-948-0535 CN101262924-Castl-GAUW-18-19	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b>														
<b>INSURED:</b> Castle & Cooke California, Inc. 10000 Stockdale Hwy., Suite 300 Bakersfield, CA 93311	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: National Union Fire Insurance Co. of Pittsburgh, PA</td><td>19445</td></tr><tr><td>INSURER B: Allied World Assurance Company (U.S.) Inc.</td><td>19488</td></tr><tr><td>INSURER C: Various - See Attached</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	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.	19488	INSURER C: Various - See Attached		INSURER D:		INSURER E:		INSURER F:	
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INSURER C: Various - See Attached															
INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES**      **CERTIFICATE NUMBER:** LOS-002442080-01      **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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> 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	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> 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	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		0310-4072	10/31/2018	10/31/2019	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A	Various (See Additional Page)	10/31/2018	10/31/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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 4-3

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.

## CERTIFICATE HOLDER

City of Bakersfield 1501 Truxtun Avenue Bakersfield, CA 93302	<b>CANCELLATION</b>  <b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> of Marsh Risk & Insurance Services Jacqueline Perchik
---	--

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AGENCY CUSTOMER ID: CN101262924

LOC #: Los Angeles



# **ADDITIONAL REMARKS SCHEDULE**

Page 2 of 2

AGENCY Marsh Risk & Insurance Services		NAMED INSURED: 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

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/31/2018, forms a part of

policy No. GL5425797 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:*

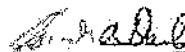
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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 Representative or  
Countersignature (in States Where  
Applicable)

## 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.

## 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.

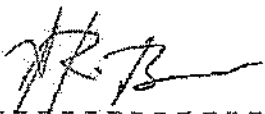
By AMERICAN HOME ASSURANCE COMPANY

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

# TRACT NO. 7300-UNIT 4

CONSISTING OF 2 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 12 RESIDENTIAL LOTS, 1 PRIVATE STREET LOT AND 2 PRIVATE LANDSCAPE LOTS 2.82 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  
LAURA WHITAKER, PRESIDENT

Scott R. Thayer  
SCOTT R. THAYER, SENIOR VICE PRESIDENT

WELLS FARGO BANK, A NATIONAL ASSOCIATION, AS COLLATERAL 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.

Courtney Sabahi  
NAME COURTNEY SABAH  
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 August 19, 2019 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.

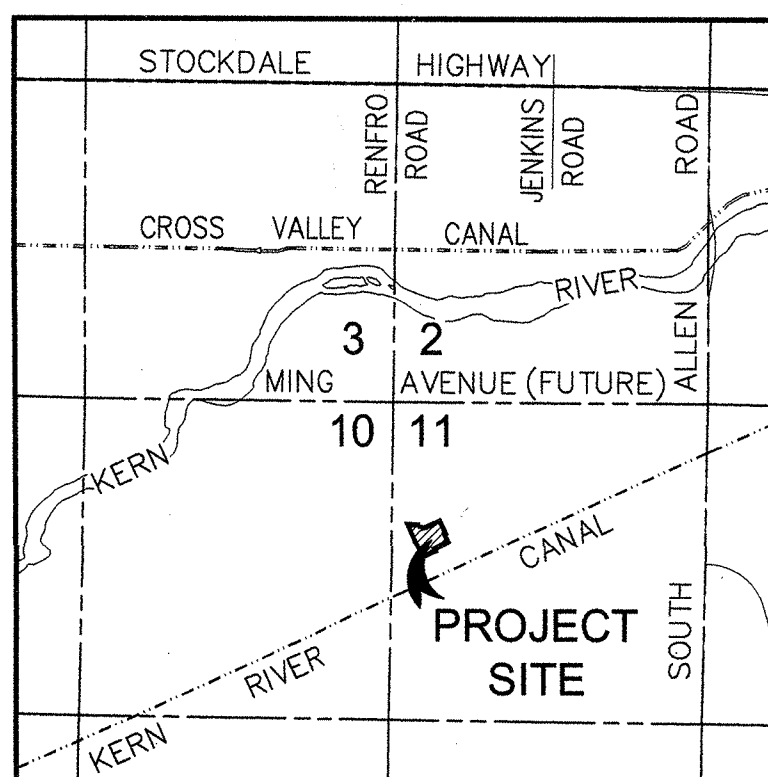
STATE OF CALIFORNIA  
COUNTY OF Los Angeles

ON August 21, 2019 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



VICINITY MAP  
NOT TO SCALE

## CITY CLERK'S STATEMENT

THE CITY COUNCIL OF THE CITY OF BAKERSFIELD HEREBY ORDERS THAT THE MAP OF TRACT NO. 7300-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, 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 DOCUMENT NO. 217141263 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.



## 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 ON 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 INDICATED HEREON WITHIN ONE (1) YEAR FROM THE RECORDED OF THIS MAP 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  
ROGER A. MCINTOSH  
L.S. NO. 4383

8-23-19  
DATE



## PLANNING DIRECTOR'S STATEMENT

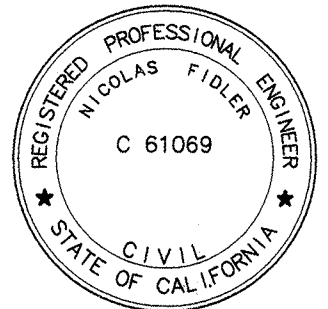
THE PLANNING COMMISSION OF THE CITY OF BAKERSFIELD APPROVED OR CONDITIONALLY APPROVED THE TENTATIVE MAP ON AUGUST 4, 2016, AND ANY APPLICABLE EXTENSIONS THEREOF AND THE SUBDIVISION, AS SHOWN ON THIS MAP, IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND IN ACCORDANCE WITH ANY CONDITIONS APPROVED BY THE COMMISSION.

KEVIN F. COYLE, PLANNING DIRECTOR, CITY OF BAKERSFIELD DATE \_\_\_\_\_

## 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.

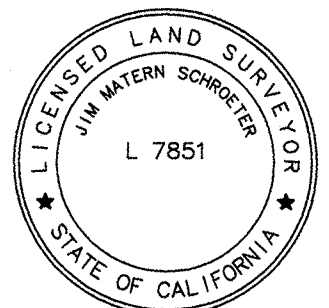
NICOLAS FIDLER C 61069 DATE \_\_\_\_\_



## 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 \_\_\_\_\_



## NOTE

THE SUBDIVISION IS SUBJECT TO THE ADOPTED WEST MING SPECIFIC PLAN AND DEVELOPMENT AGREEMENT NO. 07-310.

## SOILS NOTE

A PRELIMINARY SOILS REPORT DATED FEBRUARY 3, 2014 AND UPDATE LETTER DATED MAY 10, 2016 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.

## RECORDER'S STATEMENT:

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AT \_\_\_\_\_ M.,

IN BOOK \_\_\_\_\_ OF MAPS, AT PAGE \_\_\_\_\_, AT THE REQUEST OF  
ROGER A. MCINTOSH.

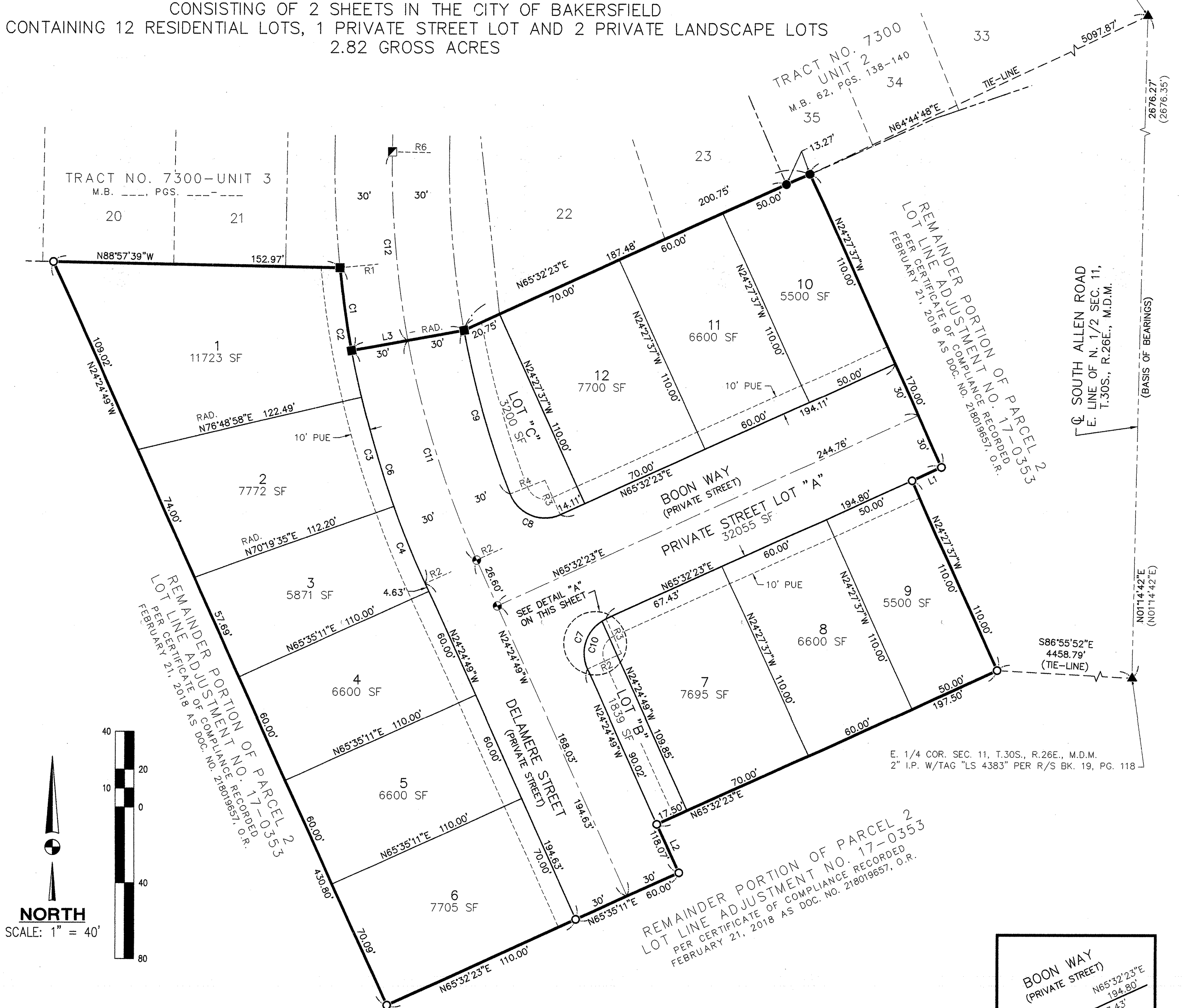
JON LIFQUIST  
KERN COUNTY ASSESSOR-RECORDER

BY: \_\_\_\_\_ (DEPUTY)

# TRACT NO. 7300-UNIT 4

CONSISTING OF 2 SHEETS IN THE CITY OF BAKERSFIELD  
CONTAINING 12 RESIDENTIAL LOTS, 1 PRIVATE STREET LOT AND 2 PRIVATE LANDSCAPE LOTS  
2.82 GROSS ACRES

N.E. COR. SEC. 11, T.30S., R.26E., M.D.M.  
FD. CONC. MON. STAMPED L.S. 4383 FOR  
PER TRACT NO. 7255-UNIT 1, M.B. 61,  
PGS. 79-84.



## ABANDONMENT NOTE

UPON RECORDATION OF THIS MAP, ALL OF THE TEMPORARY FLOWAGE AND DRAINAGE EASEMENT RECORDED NOVEMBER 19, 2019 AS DOC. NO. 218151638, O.R., WILL BE ABANDONED WITHIN THE BOUNDARY OF THIS MAP IN ACCORDANCE WITH SECTION 66434(g) OF THE SUBDIVISION MAP ACT.

## EASEMENT LEGEND

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)

## BASIS OF BEARINGS

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.

## LEGEND

- ▲ = FOUND MONUMENT AS DESCRIBED
- = 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 2, M.B. 62, PGS. 138-140.
- = FD. 2" I.P. W/HUB AND TAG MRK'D. "LS 4383" PER TRACT NO. 7300-UNIT 3, M.B. \_\_\_\_\_, PGS. \_\_\_\_\_.
- ▣ = FD. CONC. MON. IN L.H. W/B.C. MRK'D. "LS 4383" PER TRACT NO. 7300-UNIT 3, M.B. \_\_\_\_\_, PGS. \_\_\_\_\_.
- ( ) = RECORD PER RECORD OF SURVEY, R/S BK. 19, PGS. 115-121.

AC. ACRES  
B.C. BRASS CAP  
BK. BOOK  
CONC. CONCRETE  
COR. CORNER  
FD. FOUND  
RAD. RADIAL  
SF SQUARE FEET

I.P. IRON PIPE  
L.S. LAND SURVEYOR  
L.H. LAMPHOLE  
M.B. MAP BOOK  
R/S RECORD OF SURVEY  
SEC. SECTION  
M.D.M. MOUNT DIABLO MERIDIAN

MON. MONUMENT  
MRK'D. MARKED  
O.R. OFFICIAL RECORDS  
PG. PAGE  
PUE PUBLIC UTILITIES EASEMENT  
R.26E. RANGE 26 EAST  
T.30S. TOWNSHIP 30 SOUTH

R1 RADIAL NUMBER FOR DATA (SEE RADIAL TABLE)  
C1 CURVE NUMBER FOR DATA (SEE CURVE TABLE)  
L1 LINE NUMBER FOR DATA (SEE LINE TABLE)

CURVE TABLE	
CURVE	RADIUS
C1	530.00'
C2	530.00'
C3	530.00'
C4	530.00'
C5	20.00'
C6	530.00'
C7	20.00'
C8	20.00'
C9	470.00'
C10	20.00'
C11	500.00'
C12	500.00'

RADIAL TABLE	
RADIAL	BEARING
R1	N84°20'05"E
R2	N65°35'11"E
R3	N24°27'37"W
R4	N68°34'20"E
R5	N31°35'40"W
R6	S88°57'39"E

LINE TABLE	
LINE	BEARING
L1	N65°32'23"E
L2	N24°24'49"W
L3	N79°33'09"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" 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. 7300-UNITS 2 & 3 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.

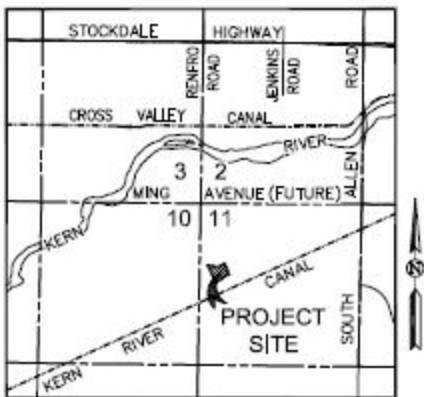
## RECORDER'S STATEMENT:

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)  
SHEET 2 OF 2 SHEETS



VICINITY MAP

NOT TO SCALE





# ADMINISTRATIVE REPORT

**MEETING DATE:** 9/25/2019

Consent – Agreements p.

**TO:** Honorable Mayor and City Council

**FROM:** Phil Burns, Interim Development Services Director

**DATE:** 9/9/2019

**WARD:**

**SUBJECT:** Amendment No.1 to Agreement No. 18-202 with the County of Kern, Public Health Department (\$103,179.42; revised not to exceed \$584,639.42 and extend the term by 9 Months) to Implement the U.S. Department of Housing and Urban Development Housing Opportunities for Persons with AIDS (HOPWA) Program.

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## STAFF RECOMMENDATION:

Staff recommends the approval of the amendment.

## BACKGROUND:

On November 6, 2018, City council approved Agreement No. 18-202, granting \$481,460.00 of U.S. Department of Housing and Urban Development (HUD) Housing Opportunities for Persons with AIDS (HOPWA) funds to the Kern County Public Health Department (KCPHD). These funds are being used by KCPHD to increase access to decent, stable, and affordable housing for low-income persons living with HIV and AIDS and their families. More specifically HOPWA Program activities provided by KCPHD include: short-term rent subsidies to defray rent and emergency utility assistance for families; hotel/motel voucher assistance/ care plans which address need for services, food, transportation and links into treatment and care for HIV/AIDS and associated medical issues; emergency mortgage assistance, tenant based rental assistance vouchers; and staff salaries necessary to provide the services listed above.

Because of funding delays by the federal government, the project agreement between City of Bakersfield and KCPHD was delayed well into the City's fiscal year, allowing insufficient time to expend all funds by the end of our fiscal year. Agreement No. 18-202 gives staff the ability to request an automatic six-month extension to the term of the agreement; however, staff is requesting a 9-month extension to allow ample time for KCPHD and its sub-recipients to fully expend the FY 18/19 funds. This request also adds \$103,179.42 in unexpended funds from FY 17/18 to the amended agreement. The new agreement amount will be \$584,639.42, and the term will be extended to March 31, 2020. The change in funding only reflects a rollover of funds from one year into the next. The net sum of the two years' agreements will remain the same.

## CONCLUSION:

Staff recommends the approval of Amendment No.1 to Agreement No. 18-202, with KCPHD to extend the term of the agreement and increase the total compensation to \$584,639.42, allowing KCPHD full access of funds to increase access to decent, stable, and affordable housing for low-income persons living with HIV and AIDS and their families.

**ATTACHMENTS:**

Description	Type
▣ Amendment to HOPWA Agreement 18-202	Agreement
▣ KC Insurance	Backup Material

AGREEMENT NO. \_\_\_\_\_

**AMENDMENT NO. [1] TO  
AGREEMENT NO. 18-202**

**THIS AMENDMENT NO. 1 TO AGREEMENT NO. 18-202** is made and entered into on September 5, 2019 by and between the **CITY OF BAKERSFIELD**, a municipal corporation (referred to herein as "CITY"), and **County of Kern, Public Health Department** (referred to herein as "CONTRACTOR").

**R E C I T A L S**

**WHEREAS**, CITY and CONTRACTOR entered into Agreement No. 18-202 on November 06, 2018; and

**WHEREAS**, the parties desire to amend Agreement No. 18-202 to extend the term to March 31, 2020; and add **ONE HUNDRED THREE THOUSAND ONE HUNDRED SEVENTY-NINE DOLLARS AND FORTY-TWO CENTS (\$103,179.42)** to the original payment amount; and

**WHEREAS**, CITY and CONTRACTOR have agreed to extend the Agreement term, and increase the compensation amount by **ONE HUNDRED THREE THOUSAND ONE HUNDRED SEVENTY-NINE DOLLARS AND FORTY-TWO CENTS (\$103,179.42)**.

**NOW, THEREFORE**, incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree as follows:

1. Section 3 of Agreement No. 18-202 entitled "**PAYMENT**" is hereby amended to read as follows:

**PAYMENT.** It is expressly agreed and understood that the total amount to be paid by CITY under this Agreement shall not exceed **FIVE HUNDRED EIGHTY-FOUR THOUSAND SIX HUNDRED THIRTY-NINE DOLLARS AND FORTY-TWO CENTS (\$584,639.42)**.

2. Section 3.2.3 of Agreement No. 18-202 entitled "**TERM**" is hereby amended to read as follows:

**Term.** The term of this Agreement shall begin July 1, 2017, and end March 31, 2020. This term may be extended for up to six months in accordance with Section 9.3 of this Agreement, in the event all funds are not expended by March 31, 2020.

3. To the extent that they do not conflict with the terms of this Amendment No. 1, all other sections and provisions of the Agreement shall remain in full force and effect. In the event there is any inconsistency between the terms hereof and the Agreement, this Amendment No. 1 shall control.

-- oOo --

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 1 to Agreement No. 18-202 to be executed the day and year first above written.

"CITY"

**CITY OF BAKERSFIELD**

"COUNTY"

**COUNTY OF KERN**

By: \_\_\_\_\_

**KAREN GOH**

Mayor

By: \_\_\_\_\_

**MIKE MAGGARD**

Chairman, Board of  
Supervisors

APPROVED AS TO CONTENT:

**DEVELOPMENT SERVICES DEPARTMENT**

APPROVED AS TO CONTENT:

**PUBLIC HEALTH SERVICES DEPARTMENT**

By: \_\_\_\_\_

**PHIL BURNS**

Interim Development Services Director

By: \_\_\_\_\_

**MATTHEW CONSTANTINE**

Director

APPROVED AS TO FORM

**VIRGINIA GENNARO**

City Attorney

APPROVED AS TO FORM

**GURUJODHA KHALSA**

Chief Deputy County Counsel

By: \_\_\_\_\_

**JOSHUA H. RUDNICK**

Deputy City Attorney II

By: \_\_\_\_\_

COUNTERSIGNED

By: \_\_\_\_\_

**RANDY MCKEEGAN**

Finance Director

MARGO A. RAISON  
COUNTY COUNSEL

OFFICE OF THE  
**COUNTY COUNSEL**  
COUNTY OF KERN

CHIEF DEPUTIES

GURUJODHA S. KHALSA  
ELIZABETH M. GIESICK  
ANDREW C. THOMSON  
KENDRA L. GRAHAM

Administrative Center  
1115 Truxtun Avenue, Fourth Floor  
Bakersfield, California 93301  
Voice: (661) 868-3800  
Fax: (661) 868-3643  
TTY Relay: 1-800-735-2929

DEPUTIES

JERRI S. BRADLEY  
KELLI R. FALK  
JEFFREY N. ESTEY  
JUDITH M. DENNY  
JENNIFER E. FEIGE  
MARSHALL S. FONTES  
BRIAN VAN WYK  
BRYAN E. ALBA  
PHILLIP W. HALL  
BRYAN C. WALTERS  
GILLIAN SMITH  
EMILY WATTS BLENNER  
KATHLEEN RIVERA  
PHILLIP T. JENKINS  
KELLI M. KING  
CARISSA A. RARICK  
ROBERT J. RICE  
ANN E. GARZA  
KYLE W. HOLMES  
DIEGO E. ANDRADE  
STEPHANIE M. BOUEY  
ANDREW C. HAMILTON

July 1, 2019

**Statement of Self-Insurance**

Kern County, including all its departments, is self-insured for General Liability, Automobile Liability, and Workers' Compensation. Kern County carries excess insurance for the above insurances providing coverage above our self-insured retention that varies based on the type of insurance. Workers' Compensation & Employers' Liability starts at \$1,250,000, and General Liability at \$3,000,000 for FY 2019-2020.

All exposures, including contractual liability, arising out of County operations are covered by the County's self-insurance program undertaken pursuant to California Government Code Section 990.

Under our self-insurance program, we will bear all risk of bodily injury and property damage losses that are the responsibility of the County under current law and contracts. This program is currently in effect and will remain in effect as renewed each year by the County.

Very Truly Yours,

MARGO A. RAISON, County Counsel



By: Matt Gutierrez, Risk Manager



# ADMINISTRATIVE REPORT

**MEETING DATE:** 9/25/2019

Consent – Agreements q.

**TO:** Honorable Mayor and City Council  
**FROM:** Randy McKeegan, Finance Director  
**DATE:** 9/12/2019  
**WARD:** Ward 2  
**SUBJECT:** Amendment No. 3 to Agreement No. 16-220 with Tate's Janitorial Service (\$53,691.75; revised not to exceed \$204,661.75; extend the term one year) for janitorial services at the Bakersfield Amtrak Station.

---

## STAFF RECOMMENDATION:

Staff recommends approval of the amendment.

## BACKGROUND:

On September 28, 2016, Council approved the annual contract for janitorial services at the Bakersfield Amtrak Station with Tate's Janitorial Service in the amount of \$48,700; renewable annually thereafter for four one-year periods. On September 20, 2017, Council approved Amendment No. 1 increasing compensation by \$51,135 and extending the term one year. On October 17, 2018, Council approved Amendment No. 2 increasing compensation by \$51,135 and extending the term one year.

Amendment No. 3 will extend the term one year and increase compensation by \$53,691.75 for a revised not to exceed amount of \$204,661.75. Approval of the amendment allows the City to continue to meet the demand for janitorial service at the Amtrak Station.

The funding source for this service is Transportation Development Act Article 4 Public Transportation funds administered by the Kern Council of Governments; therefore, there is no General Fund impact associated with this agreement.

## ATTACHMENTS:

Description	Type
□ Amendment 3 Agmt 16-220 Tates Janitorial	Agreement

**AGREEMENT NO. 16-220 (3)**

**AMENDMENT NO. [3] TO  
AGREEMENT NO. 16-220**

**THIS AMENDMENT NO. 3 TO AGREEMENT NO. 16-220** is made and entered into on September 5, 2019, by and between the **CITY OF BAKERSFIELD**, a municipal corporation (referred to herein as "CITY"), and **TATE'S JANITORIAL SERVICE** (referred to herein as "CONTRACTOR").

**RECITALS**

**WHEREAS**, on the September 28, 2016, the CITY and CONTRACTOR entered into Agreement No. 16-220 in the amount of \$48,700 and renewable annually thereafter for four consecutive one-year periods to provide Amtrak Station janitorial services; and

**WHEREAS**, on September 20, 2017, Council approved Amendment No. 1 extending the term one year and increasing compensation by \$51,135; and

**WHEREAS**, on October 17, 2018, Council approved Amendment No. 2 extending the term one year and increasing compensation by \$51,135; and

**WHEREAS**, the parties desire to amend Agreement No. 16-220 to extend the agreement term one year and increase compensation by FIFTY-THREE THOUSAND SIX HUNDRED NINETY ONE DOLLARS AND 75/100's (\$53,691.75) to allow continuance of providing Amtrak Station janitorial services.

**NOW, THEREFORE**, incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree as follows:

1. Section 2 of Agreement No. 16-220 entitled "**COMPENSATION**" is hereby amended to read as follows:

2. **COMPENSATION.** Compensation for all work, services or products called for under this Agreement shall consist of a total payment **NOT TO EXCEED TWO HUNDRED FOUR THOUSAND SIX HUNDRED SIXTY ONE DOLLARS AND 75/100's (\$204,661.75)** in accordance with the bid documents.

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.



2. Section 12 of Agreement No. 16-220 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. The agreement shall be renewable for one consecutive one-year periods at the City's option and upon mutually agreeable terms.

3. Except as amended herein, all provisions of Agreement No. 16-220 shall remain in full force and effect.

-- o0o --

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 3 to Agreement No. 16-220 to be executed the day and year first above written.

"CITY"

"CONTRACTOR"

**CITY OF BAKERSFIELD**

**TATE'S JANITORIAL SERVICE**

By: \_\_\_\_\_

**KAREN GOH**

Mayor

By:  \_\_\_\_\_

Print Name: Eric T Tate

Title: President

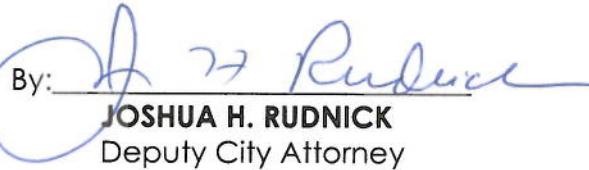
APPROVED AS TO CONTENT:  
FINANCE DEPARTMENT

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 LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/04/2019

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).

<b>PRODUCER</b> Automatic Data Processing Insurance Agency, Inc.  1 Adp Boulevard Roseland NJ 07068		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:	
<b>INSURED</b> TATES JANITORIAL SERVICES, INC. 808 Stable Avenue  Bakersfield CA 93307		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Employers Assurance Company. NAIC #: 25402 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES**

CERTIFICATE NUMBER: 1252622

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
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A N	EIG206189205	01/11/2019	01/11/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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)

**CERTIFICATE HOLDER****CANCELLATION**

City of Bakersfield Risk Management Risk Management 1501 Truxtun Avenue Bakersfield CA 93307	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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Policy Number:

Date Entered: 8/15/2019

**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
10/3/2018

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).

<b>PRODUCER</b> Bustos Insurance Agency 1701 Westwind Dr. #218 Bakersfield Ca 93301	<b>CONTACT NAME:</b> Patrick Bustos	
	<b>PHONE (A/C No. Ext.):</b> (661) 735-1656 <b>FAX (A/C No.):</b> (661) 368-1297	
	<b>E-MAIL ADDRESS:</b> patrick@bustosinsurance.com	
<b>INSURED</b> Tate's Janitorial Service  Eric Tate 808 Stable Ave. Bakersfield, CA 93307	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAC#</b>
	<b>INSURER A:</b> Preferred Contractors Ins co	124597
	<b>INSURER B:</b> Travelers	36151
	<b>INSURER C:</b> American Contractors Indemnity Co	011019
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	PCA5016-PC296083	01/13/2019	01/13/2020	EACH OCCURRENCE \$ 2000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 2000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000 \$
B	<b>AUTOMOBILE LIABILITY:</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRE AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	BA-3L102101	09/23/2018	09/23/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Janitorial Svc Bond	<input checked="" type="checkbox"/>		100326591	09/22/2018	09/22/2019	Dishonesty Bond \$10000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured: City of Bakersfield, its Mayor, Council, Officers, Agents, Employees and designated volunteers are included as an additional insured. Waiver of subrogation applies to commercial auto policy. Amtrak agreement #16-220

**CERTIFICATE HOLDER****CANCELLATION**

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  Patrick Bustos

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ACORD 25 (2016/03)

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**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**

With respect to all employees subject to the workers' compensation laws of the state of California, any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

**This policy is subject to a minimum charge of \$250 for the issuance of waivers of subrogation**

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.)

This endorsement, effective 01/13/2019 at 12:01 AM standard time, forms a part of

Policy No. EIG 2061892 05

Of the EMPLOYERS ASSURANCE CO.

Carrier Code 00919

Issued to TATES JANITORIAL SERVICES INC

Endorsement No.

Premium

Countersigned at \_\_\_\_\_ on \_\_\_\_\_ By:  \_\_\_\_\_

Authorized Representative



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/06/2019

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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<b>PRODUCER</b> Automatic Data Processing Insurance Agency, Inc.  1 Adp Boulevard Roseland NJ 07068		<b>CONTACT</b> NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS:  <b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Employers Assurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	<b>FAX</b> (A/C, No):  <b>NAIC #</b> 25402
<b>INSURED</b>  TATES JANITORIAL SERVICES, INC. 808 Stable Avenue  Bakersfield CA 93307			

**COVERAGES**

CERTIFICATE NUMBER: 1254778

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A Y EIG206189205	01/11/2019	01/11/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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)

This certificate of insurance includes a Waiver of Subrogation in favor of the certificate holder.

**CERTIFICATE HOLDER****CANCELLATION**

City of Bakersfield Risk Management Risk Management 1501 Truxtun Avenue Bakersfield CA 93307	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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# ADMINISTRATIVE REPORT

**MEETING DATE:** 9/25/2019

Consent - Agreements r.

**TO:** Honorable Mayor and City Council

**FROM:** Randy McKeegan, Finance Director

**DATE:** 9/12/2019

**WARD:**

**SUBJECT:** Amendment No. 1 to Agreement No. 18-180 with Cen-Cal Construction Inc., (\$400,000; revised not to exceed \$800,000; extend term one year), to continue the service of canal liner repair.

---

## STAFF RECOMMENDATION:

Staff recommends approval of amendment.

## BACKGROUND:

On November 7, 2018, Council approved an annual contract for the service of canal liner repair to Cen-Cal Construction Inc., in the amount of \$400,000; renewable annually thereafter for four consecutive one year periods.

The City operates and maintains various irrigation canals within its jurisdiction. Some of these canals are lined with cement panels, which both improves water flow and minimizes loss of water due to seepage. These panels need to be repaired and/or replaced from time-to-time. Having a contract in place for canal liner repairs is an efficient tool to manage maintenance issues as they arise.

Currently there is \$50,000 available on the original contract.

If approved, Amendment No. 1 will extend the term of the contract for one year and increase compensation by \$400,000 for a revised not to exceed amount of \$800,000. The increase will allow the City to continue to meet the demand for canal liner replacement or repairs as needed.

Funds are budgeted in the Water Resources Department operating budget for this contract. The funding source is the Domestic Water Fund, therefore, there is no General Fund impact.

## ATTACHMENTS:

Description	Type
□ Amendment 1 to Agmt 18-180 Cen-Cal Const	Agreement



**AGREEMENT NO. 18-180(1)**

**AMENDMENT NO. [1] TO  
AGREEMENT NO. 18-180**

**THIS AMENDMENT NO. 1 TO AGREEMENT NO. 18-180** is made and entered into on \_\_\_\_\_, by and between the **CITY OF BAKERSFIELD**, a municipal corporation (referred to herein as "CITY"), and **J. L. PLANK, INC., DBA CEN-CAL CONSTRUCTION** (referred to herein as "CONTRACTOR").

**RECITALS**

**WHEREAS**, on the November 7, 2018, the CITY and CONTRACTOR entered into Agreement No. 18-180 in the amount of \$400,000 for the supply of repair of canal liner; and

**WHEREAS**, the parties desire to amend Agreement No. 18-180 to extend the agreement term one year and increase compensation in the amount of \$400,000 to allow continuance of providing the supply of repair of canal liner.

**NOW, THEREFORE**, incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree as follows:

1. Section 2 of Agreement No. 18-180 entitled "**COMPENSATION**" is hereby amended to read as follows:

2. **COMPENSATION.** Compensation for all work, services or products called for under this Agreement shall consist of a total payment **NOT TO EXCEED EIGHT HUNDRED THOUSAND DOLLARS (\$800,000)** in accordance with the bid documents.

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.

2. Section 32 of Agreement No. 18-180 entitled "TERM" is hereby amended to read as follows:

32. **TERM.** Contractor shall provide services in strict accordance with the terms set forth herein for one (1) year from November 7, 2019, unless sooner terminated as set forth in this Agreement. The Agreement shall be renewable annually thereafter for three (3) consecutive one-year periods.

Renewal options shall be exercised at the sole option and discretion of the City of Bakersfield.

3. Except as amended herein, all provisions of Agreement No. 18-180 shall remain in full force and effect.

-- o0o --

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 1 to Agreement No. 18-180 to be executed the day and year first above written.

"CITY"

"CONTRACTOR"

**CITY OF BAKERSFIELD**

**J. L. PLANK, INC., DBA  
CEN-CAL CONSTRUCTION**

By: \_\_\_\_\_  
**KAREN GOH**  
Mayor

By: \_\_\_\_\_  
Print Name: JASON PLANK  
Title: PRESIDENT

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 LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/03/2019

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PRODUCER Millennium Corporate Solutions An ISU Network Member #012555 550 N Brand Blvd #1100 Glendale, CA 91203	CONTACT NAME: Megan Hilke PHONE (A/C, No, Ext): (818) 844-4118 E-MAIL ADDRESS: MHilke@mcsins.com FAX (A/C, No): (949) 679-7240
INSURED JL Plank Inc dba Cen-Cal Construction 34762 Lencioni Ave Bakersfield, CA 93308	INSURER(S) AFFORDING COVERAGE INSURER A: Financial Pacific Insurance Company INSURER B: Travelers Property Casualty Company of America INSURER C: Everest National Insurance Company INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 18-19 GL XS AU 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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$1,000 Ded Per Occurrence GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	60440570	12/21/2018	12/21/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	60440570	12/21/2018	12/21/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		ZUP-21P20863-18-NF	12/21/2018	12/21/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 Excess over GLAL EL \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	CA10002817191	08/16/2019	08/16/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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: Annual Contract for Canal Liner Repairs Bid No. 18-19-28.

The City of Bakersfield, its mayor, council, officers, agents, employees and volunteers, where required by written contract, are named as additional insured for General Liability per form CG2010R1211, Auto additional insured per form FPIC0200; and WC waiver applies per form WC040308 attached.

## CERTIFICATE HOLDER

The City of Bakersfield  
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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS  
(WITH LIMITED COMPLETED OPERATIONS COVERAGE)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
BUSINESSOWNERS COVERAGE FORM

**SCHEDULE**

**NAME OF PERSON OR ORGANIZATION**

Any person or organization to whom or to which the named insured is obligated by a virtue of a written contract to provide insurance that is afforded by this policy. Where required by contract, the officers, officials, employees, directors, subsidiaries, partners, successors, parents, divisions, architects, surveyors and engineers are included as additional insureds. All other entities, including but not limited to agents, volunteers, servants, members and partnerships are included as additional insureds, if required by contract, only when acting within the course and scope of their duties controlled and supervised by the primary (first) additional insured. If an Owner Controlled Insurance Program is involved, the coverage applies to off-site operations only. If the purpose of this endorsement is for bid purposes only, then no coverage applies.

**WHO IS AN INSURED:** (Section II)

This section is amended to include as an insured the person or organization within the scope of the qualifying language above, but only to the extent that the person or organization is held liable for your acts or omissions in the course of "your work" for that person or organization by or for you. The "products-completed operations hazard" portion of the policy coverage as respects the additional insured does not apply to any work involving or related to properties intended for residential or habitational occupancy (other than apartments). This clause does not affect the "products-completed operations" coverage provided to the named insured(s).

**WAIVER OF SUBROGATION:**

We waive any right of recovery, when required by written contract, that we may have against the person or organization within the scope of

the qualifying language above because of payments we make for injury.

**LOCATION OF JOB:**

The job location must be within the State of domicile of the named insured, or within any contiguous State thereto.

**DESCRIPTION OF WORK:**

The type of work performed must be that as described under classifications in the CGL Coverage Part Declarations.

REFER TO GENERAL LIABILITY  
SCHEDULE ATTACHED

**PRIMARY CLAUSE:**

When this endorsement applies and when required by written contract, such insurance as is afforded by the general liability policy is primary insurance and other insurance shall be excess and shall not contribute to the insurance afforded by this endorsement.

**EXCLUSION**

This insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of an architect's, engineer's or surveyor's rendering or failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve, maps, designs, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities.

Endorsement EFFECTIVE DATE: 12/21/2017

Endorsement EXPIRATION DATE: 12/21/2018

OWNERS, LESSEES OR CONTRACTORS (LIMITED COMPLETED OPERATIONS  
COVERAGE)  
CG2010R- -CALIFORNIA

ENDORSEMENT EFFECTIVE FROM: 12/21/2017 TO: 12/21/2018

THIS ENDORSEMENT APPLIES TO THE FOLLOWING CLASSES ON THE POLICY

21560 COMMERCIAL CONCRETE CONSTRUCTION

21585 COMM CONTRACTORS-SUBCONTRACTED BUILDING CONSTRUCTION

25410 COMMERCIAL GRADING OF LAND

91560 RESIDENTIAL CONCRETE CONSTRUCTION

91583 CONTRACTORS-SUBCONTRACTED WORK ONE OR TWO FAMILY DWELLINGS

95410 RESIDENTIAL GRADING OF LAND

**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 AGREED BY  
WRITTEN CONTRACT TO FURNISH THIS  
WAIVER

ALL OPERATIONS

Policy #CA10002817191

Eff. 8/16/19

Carrier: Everest National Ins Co

1998 by the Workers' Compensation Insurance Rating Bureau of California. All rights reserved.  
From the WCIRB's California Workers' Compensation Insurance Forms Manual - 1999.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**BUSINESS AUTO ELITE COVERAGE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

**SECTION II – LIABILITY COVERAGE – Amendments**

**WHO IS AN INSURED**

The following are added to WHO IS AN INSURED:

**BLANKET ADDITIONAL INSURED**

Any person or organization with whom you agreed, pursuant to a written contract, to provide insurance such as is afforded under this Coverage Part, but only to the extent that the person or organization is held liable for your acts or omissions with respect to your ownership, maintenance or use of a covered "auto." This provision only applies if the written contract has been executed prior to the "bodily injury" or "property damage."

This coverage shall be primary and not contributory with respect to the person or organization included as an "insured" under this section. Any other insurance that person or organization has shall be excess and not contributory with respect to this insurance, but this provision only applies if it is required in the written contract, identified in this section, and is permitted by law.

**BROAD FORM NAMED INSURED**

Any business entity newly acquired or formed by you, other than a partnership, joint venture or limited liability company 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.

**EMPLOYEES AS INSURED – HIRED AUTOS**

Any "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.

**EMPLOYEES AS INSURED – NONOWNED AUTOS**

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business.

**COVERAGE EXTENSIONS – SUPPLEMENTARY PAYMENTS**

Supplementary Payments is amended as follows:

We will pay up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

We will pay all reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$300 a day, because of time off from work.

**SECTION III - PHYSICAL DAMAGE COVERAGE - Amendments**

**AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE EXTENSION**

Any reference to equipment for the reproduction of sound also includes video and global positioning systems.

**EXPANDED TOWING COVERAGE**

In addition to the towing and labor limit shown in the Declarations for private passenger type "autos," we will pay up to \$75 for towing and labor costs incurred each time the covered "auto" is disabled. However, the labor must be performed at the place of disablement.

This coverage applies only to an "auto" covered on this policy for other physical damage coverage.

**EXPANDED TRANSPORTATION EXPENSE**

Coverage Extensions – Transportation Expenses is deleted and replaced by the following:

We will pay up to \$60 per day to a maximum of \$1,800 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."

### **EXTRA EXPENSE – STOLEN AUTOS**

We will pay up to \$1,000 for the expense of returning a stolen covered "auto" to you. We will pay only for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage.

### **HIRED CAR PHYSICAL DAMAGE COVERAGE**

For purposes of this section, the term "auto" is redefined to mean a land motor vehicle, "trailer" or semitrailer with a gross vehicle weight under 20,000 pounds designed for travel on public roads, but does not include "mobile equipment."

If Comprehensive, Specified Causes of Loss or Collision coverage is provided to all owned autos by this policy, you may extend that coverage to apply to Physical Damage "loss" to hired "autos." We will provide coverage equal to the minimum coverage available to any covered "auto" shown in the Declarations. But, the most we will pay for "loss" to a hired "auto" in any one "accident" is the lesser of:

1. \$50,000; or
2. The actual cash value of the damaged or stolen property as of the time of the "loss;" or
3. The actual cost of repairing or replacing the damaged or stolen property with other property of like kind or quality. A part is of like kind and quality when it is of equal or better condition than the pre-accident part. We will use the original equipment from the manufacturer when:
  - a) The operational safety of the vehicle might otherwise be impaired;
  - b) Reasonable and diligent efforts to locate the appropriate rebuilt, aftermarket or used part have been unsuccessful;
  - c) A new original equipment part of like kind and quality is available and will result in the lowest overall repair cost;
  - d) For vehicles insured under policies written on or before December 31, 2003, the vehicle has been used no more than 15,000 miles unless the pre-accident condition warrants otherwise; or
  - e) For vehicles insured under policies written on or after January 1, 2004, the vehicle has been used no more than 20,000 miles unless the pre-accident condition warrants otherwise.

For each hired "auto" our obligation to pay "loss" will be reduced by a deductible equal to the highest deductible applicable to any owned "auto" for that coverage. No deductible will be applied to "loss" caused by fire or lightning. We will also pay up to \$500 per "accident" for loss of use of the hired "auto" if it results from an "accident" for which you are legally liable. The lessor must suffer an actual financial "loss" for this coverage to apply.

Hired Car Physical Damage Coverage provided by this extension is excess over any other collectible insurance.

### **LOAN/LEASE GAP COVERAGE**

For purposes of this section, the term "auto" is redefined to mean a land motor vehicle, "trailer" or semitrailer with a gross vehicle weight under 20,000 pounds designed for travel on public roads, but does not include "mobile equipment."

If a long-term leased or financed "auto" is a covered "auto" for the Physical Damage Coverage applicable to a total "loss," and the lessor or financial institution is an additional insured under this Coverage Part, we will pay up to a maximum of \$15,000 the difference between amounts you owe the lessor or financial institution under the lease or loan terms and the amount of insurance paid the lessor or financial institution for the total "loss" of the covered "auto" minus: any payments overdue at the time of the loss; any financial penalties imposed due to wear and tear, high mileage or similar charges; any security deposits not refunded by the lessor or financial institution; any costs for credit life, health and accident, or disability insurance; any costs for extended warranties; or any carry-over balances from previous leases or loans. You are responsible for the deductible applicable to the "loss" for the covered "auto". This coverage is excess insurance over any other collectible insurance or lease provision.

### **PERSONAL EFFECTS COVERAGE**

We will pay up to \$400 for "loss" to wearing apparel and other personal effects, which are:

1. Owned by an "insured;" and
2. In or on your covered "auto;" in the event of a total theft "loss" of your covered "auto."

No deductibles apply to Personal Effects Coverage.

### **RENTAL REIMBURSEMENT COVERAGE**

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto." Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto." No deductibles apply to Rental Reimbursement Coverage.



# ADMINISTRATIVE REPORT

**MEETING DATE:** 9/25/2019

Consent – Agreements s.

**TO:** Honorable Mayor and City Council  
**FROM:** Nick Fidler, Public Works Director  
**DATE:** 9/6/2019  
**WARD:** Ward 1  
**SUBJECT:** Amendment No 1 to Lease Agreement No. 19-077 with Best Holdings, LLC. for a Fixed Based Operator Leasehold at the Bakersfield Municipal Airport.

---

## STAFF RECOMMENDATION:

Staff recommends approval of the amendment.

## BACKGROUND:

On May 22, 2019, Council approved Lease Agreement No. 19-077 for the fixed based operator (FBO) leasehold at the Bakersfield Municipal Airport (airport) consisting of an office, classroom, pilot's lounge, an approximately 12,000 square foot aircraft hangar, 13 aircraft tie-downs, and an aircraft fueling facility. This facility is the primary means of providing services to both resident and transient aircraft operators.

The significant office and hangar improvements proposed and performed by Best Holdings are highly desirable as they will allow the facilities to better serve the aviation community and will revitalize and modernize the aging existing facilities which are City owned. Prior to entering into a Lease Agreement with Best Holdings, LLC. it was determined by City staff that the hangar roof insulation was severely degraded and in need of repair and was falling into small and large pieces onto the hangar floor and onto aircraft parked in the hangar space. The degradation of the ceiling insulation is severe enough to require daily sweeping throughout the hangar and falling insulation was likely to compromise aircraft parked in the hangar as well as those undergoing maintenance and repairs.

Repair of hangar roof insulation was not part of the hangar improvements being proposed by Best Holdings LLC. during the Lease Agreement negotiations nor as part of the fixed based operator (FBO) selection process. Once Best Holdings LLC. occupied the premises, they expressed interest in insulating the remainder of the hangar at their own expense (which currently has no insulation at all) and proposed that it would be more efficient and beneficial to both parties to repair and re-insulate the deteriorated existing roof at the same time as insulation was added to all hangar walls and doors that currently have no insulation. The installation of vinyl backed insulation will encapsulate the currently degraded roof insulation (which was a spray on product

which is believed to be over 50 years old) and will catch any further falling insulation.

Best Holdings LLC. proposes performing the roof repairs and new vinyl roof insulation installation for the City as repairs in lieu of rent, while also insulating the remainder of the hangar, hangar walls, and all doors at their own expense. The current lease agreement carries a term of 20 years, with Best Holdings, LLC. agreeing to remit to the City a base rent amount of \$1,500 per month that escalates annually. In lieu for any rental payment for Thirteen (13) Consecutive Months (\$19,680.00), Best Holdings agrees to make the repairs estimated and quoted by a contractor at (\$19,605.00) described above and additionally will install vinyl backed insulation on all un-insulated walls and doors throughout the aircraft hangar at their own expense.

This Amendment will result in a short term reduction in rent paid into the General Aviation Fund, which is an enterprise fund. The General Aviation Fund has a sufficient fund balance to cover this short term reduction in rent.

**ATTACHMENTS:**

Description	Type
▣ Amendment No. 1 to Lease Agreement 19-077	Agreement

**LEASE AGREEMENT NO. 19-077(1)**

**AMENDMENT NO. [1] TO  
LEASE AGREEMENT NO. 19-077**

**THIS AMENDMENT NO. ONE (1) TO LEASE AGREEMENT NO. 19-077** 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" or "LESSOR"), and **BEST ENERGY HOLDINGS, LLC.** (referred to herein as "LESSEE").

**RECITALS**

**WHEREAS**, on the 22nd of May in 2019, the LESSOR and LESSEE entered into Lease Agreement No. 19-077 (hereinafter "Lease Agreement") for those certain premises located at 410 East Planz Road, at LESSOR'S property located at the Bakersfield Municipal Airport, 2000 S. Union Avenue; and

**WHEREAS**, CITY owns and operates an airport commonly known as the Bakersfield Municipal Airport (hereinafter "AIRPORT"); and

**WHEREAS**, LESSEE has requested a modification to Section 4 of the Lease Agreement entitled "RENT" in consideration for hangar insulation improvements made upon the property by the LESSEE; and

**WHEREAS**, the parties now desire to enter into Amendment Number One (1) to Lease Agreement Number 19-077 to credit LESSEE for the cost of repairs made to the premises in the amount of **\$19,680.00** by installation of vinyl backed roof insulation.

**NOW, THEREFORE**, incorporating the foregoing recitals herein, LESSOR and LESSEE mutually agree as follows:

1. Section 4 of Lease Agreement No. 19-077 entitled "RENT" is hereby amended to read as follows:

**4.1 Base Rent.** LESSEE shall pay CITY as Base Rent Fifteen Hundred Dollars (\$1,500.00) per month, commencing on June 1, 2019. LESSEE agrees to pay rental fees in advance by the first of each month to the **City of Bakersfield, Post Office Box 2057, Bakersfield, California 93303.**

**4.2 Rent Escalator.** The Base Rent shall escalate as follows: beginning on and after June 1, 2020, Fifteen Hundred Thirty Dollars (\$1,530.00) per month; beginning on and after June 1, 2021, Fifteen Hundred Sixty Dollars and Sixty Cents (\$1,560.60) per month; beginning on and after June 1, 2022, Fifteen Hundred Ninety One Dollars and Eighty One Cents (\$1,591.81) per month; beginning on and after June 1, 2023, the

monthly rental payments shall be increased by two (2%) percent over the previous year's monthly rental payment. Thus, the monthly rent payment beginning on June 1, 2023 shall be \$1,623.65, beginning on June 1, 2024, the monthly rent shall be \$1,656.12, and so on.

**4.3 Tiedown Rent.** LESSEE agrees to pay CITY the established rate per tiedown per month, for any additional tiedowns other than those listed in DESCRIPTION OF PREMISES. The amount of rent for the tiedowns may be adjusted from time to time. CITY shall notify LESSEE thirty (30) days in advance of any increase in tiedown rent.

**4.4 Repairs Made In Lieu Of Rent.** In lieu of any rental payment for the next thirteen (13) consecutive months, LESSEE has made repairs to the PREMISES in the form of installation of vinyl backed roof insulation to encapsulate the existing roof insulation, which has deteriorated. These repairs have been inspected and were completed to City's standards. As a result, rent will be waived from November 1, 2019 through November 30, 2020 and will resume December 1, 2020 as set forth in Section 4.2 of this Lease Agreement.

2. Except as amended herein, all other provisions of Agreement No. 19-077 shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. One (1) to Lease Agreement No. 19-077 to be executed the day and year first above written.

**"LESSOR"**

CITY OF BAKERSFIELD

**"LESSEE"**

BEST ENERGY HOLDINGS, LLC.

By: \_\_\_\_\_

**KAREN GOH**

Mayor

By: George S. Sturges, Jr.

**GEORGE STURGES**

President

APPROVED AS TO CONTENT:

**PUBLIC WORKS DEPARTMENT**

By: \_\_\_\_\_

**NICK FIDLER**

Public Works Director

[Signatures on Following Page]

APPROVED AS TO FORM:  
**VIRGINIA GENNARO**  
City Attorney

By: \_\_\_\_\_  
**JOSHUA RUDNICK**  
Deputy City Attorney

Insurance: \_\_\_\_\_

COUNTERSIGNED:

By: \_\_\_\_\_  
**RANDY MCKEEGAN**  
Finance Director

JHR:pd





# ADMINISTRATIVE REPORT

**MEETING DATE:** 9/25/2019

Consent – Agreements t.

**TO:** Honorable Mayor and City Council  
**FROM:** Nick Fidler, Public Works Director  
**DATE:** 6/21/2019  
**WARD:** Ward(s) 2, 6  
**SUBJECT:** Amendment No. 1 to Caltrans Co-op Agreement for the Bakersfield Freeway Connector.

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## STAFF RECOMMENDATION:

Staff recommends approval of the amendment.

## BACKGROUND:

The Bakersfield Freeway Connector Project consists generally of: improvements along westbound SR-58 and southbound SR-99. The improvements include additional auxiliary lane on westbound SR-58, realignment of the westbound SR-58 to southbound SR-99 connector, construction of a branch connector for SR-58 to southbound SR-99 and construction of a collector distributor along southbound SR-99 for the Ming Ave off-ramps. City staff recommends approval of the following three items associated with the project.

This cooperative agreement was originally approved by the City and Caltrans on May 23, 2018 to establish the roles and responsibilities of each agency. This original agreement included an initial funding summary based on the engineer's estimate prior to bidding the project for construction.

Once the City awards the contract for the construction of a project, and the exact contract amount for the construction is known, Caltrans requires an amendment to the original agreement to replace the initial engineer's estimate with the exact dollar amount for the project in the funding summary. This project was bid and awarded to Security Paving on November 7, 2018 for an amount not to exceed \$48,586,395.00.

This amendment modifies the original funding summary to reflect the awarded dollar amount of the project.

There is no General Fund impact associated with this amendment.

**ATTACHMENTS:**

Description	Type
▣ Co-op Amendment No 1	Agreement

## **COOPERATIVE AGREEMENT COVER SHEET**

### Funding Summary Amendment – Funding Summary No. 02 Agreement Amendment No. 01

#### **Work Description**

Widening the existing State Route (SR) 58/(SR) 99 grade separation structure and realigning the westbound to southbound loop connector. Auxiliary lane and collector-distributor lanes on southbound (SR) 99.

#### **Contact Information**

##### **CALTRANS**

Minerva Rodriguez, Project Manager  
2015 E. Shields, Suite 100  
Fresno, CA 93726  
Office Phone: (559) 243-3518  
Email: [Minerva.Rodriguez@dot.ca.gov](mailto:Minerva.Rodriguez@dot.ca.gov)

##### **CITY OF BAKERSFIELD**

Luis Topete, Project Manager  
1600 Truxton Ave Suite 300  
Bakersfield, CA 93301  
Office Phone: (661) 326-3478  
Email: [ltopete@bakersfieldfreeways.us](mailto:ltopete@bakersfieldfreeways.us)

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**AMENDMENT NO. 01****FUNDING SUMMARY NO. 02**

1. PARTIES, in accordance with the provisions of this AGREEMENT, hereby amend this AGREEMENT by replacing Funding Summary No. 01 in its entirety with Funding Summary No. 02.
2. Funding Summary No. 2 increases Local funds for Construction Support to \$5,497,620 and Construction Capital to \$14,698,970. Decrease TCEP funds for Construction Support to \$1,000 and increase Construction Capital to \$24,999,000. Decrease DEMO funds for Construction Support to \$1,000 and increase Construction Capital to \$8,157,199. Decreases DEMO Local Match funds for Construction Support to \$250 and increases Construction Capital to \$2,039,300. Add TCEP Local Match funds for Construction Support of \$130 and Construction Capital of \$3,238,886.

<b><u>FUNDING TABLE</u></b>					
<b><u>IMPLEMENTING AGENCY</u> →</b>			<b><u>CITY</u></b>		Totals
Source	Party	Fund Type	CONST. SUPPORT	CONST. CAPITAL	
STATE	CITY	TCEP (88.53%)	1,000	24,999,000	25,000,000
LOCAL-FEDERAL	CITY	DEMO (80%)	1,000	8,157,199	8,158,199
LOCAL	CITY	Local <sup>M</sup>	250	2,039,300	2,039,550
LOCAL	CITY	Local	5,497,620	14,698,970	20,196,590
LOCAL	CITY	Local <sup>M</sup>	130	3,238,886	3,239,016
Totals			5,500,000	53,133,355	58,633,355

<sup>M</sup>Non-federal match

<b><u>EXPENDITURE TABLE</u></b>				
<b><u>IMPLEMENTING AGENCY</u>→</b>			<b><u>CITY</u></b>	
Source	Party	Fund Type	CONST. CAPITAL	
			Eligible	Ineligible
STATE	CITY	TCEP (88.53%)	X	--
LOCAL-FEDERAL	CITY	DEMO (80%)	X	--
LOCAL	CITY	Local <sup>M</sup>	X	--
LOCAL	CITY	Local	X	X
LOCAL	CITY	Local <sup>M</sup>	X	--

Note: An "X" denotes the funding type is available for payment.

<sup>M</sup>Non-federal match

<b><u>SPENDING SUMMARY</u></b>					
Fund Type	CONST. SUPPORT		CONST. CAPITAL		Totals
	CALTRANS	<u>CITY</u>	<u>CITY</u>	DFM CALTRANS	
TCEP	0	1,000	24,999,000	0	25,000,000
DEMO	0	1,000	8,157,199	0	8,158,199
Local	0	250	2,039,300	0	2,039,550
Local	0	5,497,620	12,581,330	2,117,640	20,196,590
Local	0	130	3,238,886	0	3,239,016
<b>Totals</b>	0	5,500,000	51,015,715	2,117,640	58,633,355

### **Funding**

3. If there are insufficient funds available in this AGREEMENT to place the PROJECT right-of-way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY will fund these activities until such time as PARTIES amend this AGREEMENT.

That IMPLEMENTING AGENCY may request reimbursement for these costs during the amendment process.

4. If there are insufficient funds in this AGREEMENT to implement the obligations and responsibilities of this AGREEMENT, including the applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, each PARTY accepts responsibility to fund their respective WORK until such time as PARTIES amend this AGREEMENT.

Each PARTY may request reimbursement for these costs during the amendment process.

### **ICRP Rate**

5. The cost of any engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds administered by CALTRANS are subject to the current Program Functional Rate. All other funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and Administration Rate are adjusted periodically.

In accordance with California Senate Bill 848, the Administration Rate is capped at 10 percent until July 1, 2021, for Self-Help Counties with a countywide sales tax measure dedicated to transportation improvements.

6. If the WORK is funded with state or federal funds, any PARTY seeking CALTRANS reimbursement of indirect costs must submit an indirect cost rate proposal and central service cost allocation plan (if any) in accordance with Local Assistance Procedures Manual, 2 CFR, Part 200 and Chapter 5. These documents are to be submitted annually to CALTRANS' Audits and Investigations for review and acceptance prior to CALTRANS' reimbursement of indirect costs.



7. Travel, per diem, and third-party contract reimbursements for WORK are to be paid from the funds in this AGREEMENT only after the contractor performs the work and incurs said costs.

Payments for travel and per diem will not exceed the rates paid rank and file state employees under current California Department of Human Resources (CalHR) rules current at the effective date of this AGREEMENT.

If CITY invoices for rates in excess of CalHR rates, CITY will fund the cost difference and reimburse CALTRANS for any overpayment.

8. In accordance with the CALTRANS Federal-Aid Project Funding Guidelines, PARTIES must obtain approval from the Federal Highway Administration prior to any PROJECT funding changes that will change the federal share of funds.

### **Invoicing and Payment**

9. PARTIES will invoice for funds where the SPENDING SUMMARY shows that one PARTY provides funds for use by another PARTY. PARTIES will pay invoices within forty-five (45) calendar days of receipt of invoice when not paying with Electronic Funds Transfer (EFT). When paying with EFT, CITY will pay invoices within five (5) calendar days of receipt of invoice.
10. If CITY has received EFT certification from CALTRANS then CITY will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.
11. When a PARTY is reimbursed for actual cost, invoices will be submitted each month for the prior month's expenditures. After all PROJECT COMPONENT WORK is complete, PARTIES will submit a final accounting of all PROJECT COMPONENT costs. Based on the final accounting, PARTIES will invoice or refund as necessary to satisfy the financial commitments of this AGREEMENT.
12. If an executed Program Supplement Agreement (PSA) or STIP Planning, Programming, and Monitoring Program Fund Transfer Agreement (PPM) exists for this PROJECT then CITY will abide by the billing and payment conditions detailed for the fund types identified in the PSA or PPM.
13. If CALTRANS reimburses CITY for any costs later determined to be unallowable, CITY will reimburse those funds.

*CONSTRUCTION Support*

14. CITY will invoice and CALTRANS will reimburse for actual costs incurred and paid.

*CONSTRUCTION Capital*

15. CITY will invoice and CALTRANS will reimburse for actual costs incurred and paid.

*Department Furnished Materials (DFM)*

16. CALTRANS will invoice and CITY will reimburse for actual costs incurred and paid.

**Signatures**

PARTIES are empowered by California Streets and Highways Code to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this Funding Summary on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Funding Summary.

Signatories may execute this Funding Summary through individual signature pages provided that each signature is an original. This Funding Summary is not fully executed until all original signatures are attached.

**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
Sharri Bender Ehlert  
District Director

**VERIFICATION OF FUNDS AND  
AUTHORITY:**

By: \_\_\_\_\_  
William Etherton  
District Budget Manager

**CERTIFIED AS TO FINANCIAL TERMS  
AND POLICIES:**

By: \_\_\_\_\_  
Darwin Salmos  
HQ Accounting Supervisor

**CITY OF BAKERSFIELD**

By: \_\_\_\_\_  
Karen Goh  
City Mayor

By: \_\_\_\_\_  
Nick Fidler  
Public Works Director

**ATTEST:**

By: \_\_\_\_\_  
Joshua Rudnick  
Deputy City Attorney

**APPROVED AS TO FORM AND  
PROCEDURE:**

By: \_\_\_\_\_  
Randy McKeegan  
Finance Director



# ADMINISTRATIVE REPORT

**MEETING DATE:** 9/25/2019

Consent – Agreements u.

**TO:** Honorable Mayor and City Council  
**FROM:** Nicolas Fidler, Public Works Director  
**DATE:** 9/5/2019  
**WARD:** Ward(s) 6, 7  
**SUBJECT:** Contract Change Order No. 2 to Agreement No. 18-212 with Bowman Asphalt (\$37,310.20; revised not to exceed \$1,825,216.20) for the Stine Road Widening & Traffic Signal Improvements/Modifications from Ryzona Drive to Poppyseed Street.

---

## STAFF RECOMMENDATION:

Staff recommends approval of the contract change order.

## BACKGROUND:

This project provides for the demolition of existing improvements, construction of street improvements including hot mix asphalt (HMA) pavement section, concrete sidewalk, concrete curb and gutter, curb ramps, concrete drive approaches, street light removal, tree removal, relocating existing dirt berm from City right of way, creating drainage swales, installing Type A HMA dikes, installing surface mounted channelizers, installation of a new traffic signal and lighting system at the intersection of Berkshire Road and Stine Road, modification to existing traffic signal and lighting facilities at the intersections of Stine Road at Ryzona Drive and McCutchen Road/Hosking Avenue, installation of vehicle detectors, and installation of road side signs.

Contract Change Order No. 2 provides for the increased size of the traffic signal pole footings and associated reinforcing steel. Prior to construction, it was discovered that the poles provided by the City of Bakersfield were in accordance with Caltrans Standard Specifications 2010 Revised. The project was put out to bid under the guidelines in Caltrans Standard Specifications 2010 Non-Revised. This change required the contractor to increase the size of the pole footings and associated rebar cages, thus increasing the amount of steel and concrete required for proper installation. The contractor has agreed to do the above mentioned work for the lump sum price of \$2,810.05.

This change order also provides for the extra work required due to the modifications of the design grades on Stine Road and McCutchen Road. During construction it was determined that the original design grades for the new roadway and median curb would not provide adequate drainage on Stine Road. It was also determined that the transition from the existing roadway to

the new roadway on McCutchen Road was too drastic, and could possibly be a safety concern. The contractor was directed to regrade Stine Road in order to smooth out the transition at McCutchen Road. This work included pulverizing the existing asphalt and hauling it off the job site, grading and recompacting the subgrade, string lining to ensure all intended grades were met, and placing a total of 335 tons of HMA. The contractor has agreed to do the above mentioned work for the lump sum price of \$56,301.00.

While grading the subgrade of Stine Road, the contractor uncovered two unmarked sewer manholes. Both manholes were abandoned and the City directed the contractor to remove and dispose of the top cone section, then backfill the shafting below the subgrade section with 2 sack slurry. The contractor agrees to do the above mentioned work for the lump sum price of \$3,256.16.

In addition, the existing sewer manhole at Station 57+75 needed to be adjusted to grade; however, this sewer manhole was constructed of high density polyethylene plastic instead of the City standard concrete shaft manhole. In order to lower the manhole shaft and then raise to grade after completion of paving operations, the plastic shaft had to be cut and modified to accept a frame and cover. The contractor has agreed to do the above mentioned work for the lump sum price of \$1,185.13.

During the grading operations, the contractor hit a buried traffic signal foundation within the structural section of the future #1 traffic lane on the west side of Stine Road. In order to accommodate the full depth of reconstruction, the contractor was directed to remove and dispose of the concrete foundation. The contractor has agreed to do the above mentioned work for the lump sum of \$1,553.18.

Also, in order to construct the project per plans and specifications there were several contract item quantities that had to be either increased or decreased. These adjustments will result in a net cost decrease of \$27,795.32.

The total cost increase of contract change order No. 2 is \$37,310.20. The sum of all change orders to date on this project reflects a total cost increase of \$61,441.20 (resulting in a 3.5 percent increase of the original contract amount) as illustrated below.

Original Contract Amount	=	\$1,763,775.00
Total of Previous Change Orders	=	\$ 24,131.00
Current Contract Change Order	=	\$ 37,310.20
Amended Contract Agreement after Change Orders	=	\$1,825,216.20
Net Increase to Date	=	\$ 61,441.20

This project is funded by TDF funds; therefore there is no impact to the General Fund.

#### **ATTACHMENTS:**

Description	Type
Contract Change Order No. 2 with Bowman Asphalt, Inc. for the Stine Road Widening and Traffic Signal Improvements/Modifications from Ryzona Drive to Poppyseed Street	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. 18-212 CHANGE ORDER NO. 2 P. O. NO. 192056

PROJECT: Stine Road Widening & Traffic Signal SHEET 1 OF 2  
Improvements/Modifications from  
Ryzona Drive Poppyseed Street

CONTRACTOR: Bowman Asphalt N/A  
ADDRESS: 3351 Fairhaven Drive FEDERAL NO. (S)  
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 REQUESTED BY: R. Campos SUBMITTED BY: R. Campos DATE: August 22, 2019  
Construction Superintendent Construction Superintendent

**EXTRA WORK AT AGREED LUMP SUM PRICE**

• Upgrade (2) 29-5-100 Pole Foundations from 2010 Caltrans Standard Plans (42"x12' Welded Hoop Cages) to 2010 RSP Caltrans Standard Plans (48"x12' Double Spiral Cages)	=	\$2,810.05
• Modify median grades on Stine Road from station 23+69 to station 26+88 & modify existing road section on McCutchen Road from station 17+56 to station 16+53.	=	\$56,301.00
• Lower existing unmarked abandoned sewer manholes at station 49+10 & 54+79. Remove and dispose of existing cones and slurry fill, and backfill shafting with 2 sack slurry.	=	\$3,256.16
• Cut and modify existing sewer manhole shaft at station 57+75 on the west side of Stine Road.	=	\$1,185.13
• Remove and dispose of existing concrete signal foundation in the structural road section at station 24+14.	=	<u>\$1,553.18</u>
		<b>\$65,105.52</b>

The contractor agrees to accept a lump sum price of \$65,105.52 as full compensation, including all markups for performing the above mentioned work.

**INCREASE CONTRACT ITEMS AT CONTRACT PRICE**

• Item #8 - Adjust Manhole 1.00 EA @ \$3,200.00 per EA	=	\$3,200.00
• Item #24 - Minor Concrete (Curb & Gutter, Type B) 7.50 LF @ \$32.00 per LF	=	\$240.00
• Item #48 - Street Lighting System Conduit 37.00 LF @ \$16.00 per LF	=	<u>\$592.00</u>
		<b>\$4,032.00</b>

**DECREASE CONTRACT ITEMS AT CONTRACT PRICE**

• Item #12 - Install New Roadside Sign on GSP Post 2.00 EA @ \$350.00 per EA	=	(\$700.00)
• Item #19 - Earthwork (Sump Excavation) 326.00 CY @ \$42.00 per CY	=	(\$13,692.00)
• Item #21 - Aggregate Base Class II 176.14 CY @ \$40.00 per CY	=	(\$7,045.60)
• Item #22 - Hot Mix Asphalt (HMA Type A) 20.02 TON @ \$101.00 per TON	=	(\$2,022.02)
• Item #25 - Minor Concrete (Curb Ramp, Case A & B) 424.22 SF @ \$9.50 per SF	=	(\$4,030.09)
• Item #26 - Minor Concrete (Driveway) 117.93 SF @ \$9.30 per SF	=	(\$1,096.75)
• Item #27 - Minor Concrete (Sidewalk) 345.69 SF @ \$5.60 per SF	=	(\$1,935.86)
• Item #28 - Minor Concrete (Median Curb) 21.00 LF @ \$28.00 per SF	=	(\$588.00)
• Item #29 - Minor Concrete (Texture Paving) 59.75 SF @ \$12.00 per SF	=	(\$717.00)
		(\$31,827.32)

ACCOUNT NO (S) 331-4031-822-8041 T7K115  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ESTIMATED COST:**

INCREASE \$37,310.20  
DECREASE \_\_\_\_\_

By reason of this order the time of completion will be adjusted as follows:	6 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: 9-5-19 Contractor: 

Title: Project Manager





# ADMINISTRATIVE REPORT

**MEETING DATE:** 9/25/2019

Consent – Bids v.

**TO:** Honorable Mayor and City Council

**FROM:** Randy McKeegan, Finance Director

**DATE:** 9/12/2019

**WARD:**

**SUBJECT:** Purchase of four-axle front-loading refuse trucks:

1. Extend Bid from Golden State Peterbilt, Bakersfield (\$1,068,925.71) for 3 four-axle front-loading refuse trucks for the Public Works Department, Solid Waste Division.
2. Appropriate and transfer \$19,000 in Refuse Enterprise Fund balance to the Public Works Department operating Budget within the Equipment Management Fund for purchase front-loading refuse trucks.

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## STAFF RECOMMENDATION:

Staff recommends approval of extension of bid and appropriation of funds.

## BACKGROUND:

The Solid Waste Division has three four-axle front-loading refuse trucks that are more than eight years old, have high mileage and are due for replacement as part of the equipment replacement budget.

On September 2, 2015, Council accepted the bid from Golden State Peterbilt, Bakersfield for seven four-axle front-loading refuse trucks. 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).

On September 7, 2016, Council approved an extension for three refuse trucks at the original bid amount, no increase.

On September 20, 2017, Council approved a bid extension to Golden State Peterbilt for the purchase of one refuse truck at a 3.17% price increase, which was below the CPI fluctuation since the original bid was approved.

On August 15, 2018, Council approved a bid extension to Golden State Peterbilt with a 2.07% increase, which was allowable by the CPI index since the previous purchase. Golden State Peterbilt has offered to extend their bid price with a 1.85% for this purchase, which matches the CPI fluctuation since August 2018. The adjusted unit price will be \$356,308.57 for this purchase, total amount for three units is \$1,068,925.71.

Funds in the amount of \$1,050,000 are budgeted in the Equipment Management Fund for this purchase. A transfer of \$19,000 from the Refuse Enterprise Fund balance is necessary to complete the acquisition. The \$19,000 will be recouped within the Equipment Management Fund through future fleet rental rates.



# ADMINISTRATIVE REPORT

**MEETING DATE:** 9/25/2019

Consent – Bids w.

**TO:** Honorable Mayor and City Council

**FROM:** Randy McKeegan, Finance Director

**DATE:** 9/12/2019

**WARD:**

**SUBJECT:** Purchase of four-axle side-loading refuse trucks:

1. Extend Bid from Golden State Peterbilt, Bakersfield (\$2,287,591.92) for 6 four-axle side-loading refuse trucks for the Public Works Department, Solid Waste Division.
2. Appropriate and transfer \$37,600 in Refuse Enterprise Fund balance to the Public Works Department operating budget within the Equipment Management Fund for the purchase of side-loading refuse trucks.

---

## STAFF RECOMMENDATION:

Staff recommends approval of extension of bid and appropriation of funds.

## BACKGROUND:

The Solid Waste Division has six four axle side loading refuse trucks that are more than eight years old, have high mileage and are due for replacement as part of the equipment replacement budget.

On February 11, 2015, Council accepted the bid from Golden State Peterbilt, Bakersfield for a four-axle side-loading refuse truck. 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). On September 20, 2017, Council approved a bid extension to Golden State Peterbilt for the purchase of one additional refuse truck at a 3.17% price increase, which was below the CPI fluctuation since the original bid was approved. On November 28, 2018, Council approved a bid extension to Golden State Peterbilt with a 1.6% increase which matched the CPI fluctuation since September 2017. Golden State Peterbilt has offered to extend their bid price with a 1.88% for this purchase which matches the CPI fluctuation since November 2018. The adjusted unit price will be \$381,265.32 for this purchase, total amount for six units is \$2,287,591.92.

Funds in the amount of \$2,250,000 are budgeted in the Equipment Management Fund for this

purchase. A transfer of \$37,600 from the Refuse Enterprise Fund balance is necessary to complete the acquisition. The \$37,600 will be recouped within the Equipment Management Fund through future fleet rental rates.



# ADMINISTRATIVE REPORT

**MEETING DATE:** 9/25/2019

Consent – Bids x.

**TO:** Honorable Mayor and City Council

**FROM:** Randy McKeegan, Finance Director

**DATE:** 9/11/2019

**WARD:**

**SUBJECT:** Purchase of three half ton extended cab pickups for the Police Department:

1. Accept bid from Jim Burke Ford, Bakersfield (\$77,638.25) for three pickups.
2. Appropriate \$26,000 Equipment Management Fund balance to the Public Works Department's Operating Budget to fund the purchase cost of one pickup.

---

## STAFF RECOMMENDATION:

Staff recommends acceptance of the bid and approval of the appropriation.

## BACKGROUND:

Bids were solicited for three half ton extended cab pickups. Four bids were received in response to the solicitation. The pickups will be issued to the Police Department for the parking enforcement division. The two lowest bids based on Dodge pickups failed to meet the minimum specifications requiring a steering column shift. Bid specifications require a column shift to allow for center console floor mounted mobile data computers (MDCs). The Dodge pickups have a rotary shifter mounted in the center instrument panel, which will not be accessible due to the location of the MDCs (Photo exhibit attached). Staff recommends declaring the two lowest bidders non-responsive based on the failure to meet minimum specifications. The next lowest bid from Jim Burke Ford meets the minimum specifications and is considered acceptable by staff.

Funds are budgeted in the Equipment Management Fund for the replacement of two pickups. The Police Department has requested the replacement of an underutilized 22-year-old cargo van with a parking enforcement pickup. Fleet staff concurs with replacing the equipment. The replacement of this vehicle is not currently in the budget, but sufficient funds have been collected in rental charges to cover the cost of a replacement unit.

The four bids received, including the non-responsive bids are as follows:

<u>BIDDER</u>	<u>AMOUNT</u>	<u>MAKE/MODEL BID</u>	<u>RESPONSIVE YES/NO REASON</u>
Poway Ram Commercial Poway, CA	\$70,031.68	Dodge 1500	Ram No - did not bid on column shift
McPeek's Chrysler Dodge Jeep	\$72,956.01	Dodge 1500	Ram No - did not bid on column shift
Ram of Anaheim Anaheim, CA			
<b>Jim Burke Ford Bakersfield, CA</b>	<b>\$77,638.25</b>	<b>Ford F150</b>	<b>Yes</b>
Three Way Chevrolet Bakersfield, CA	\$81,338.17	Chevrolet Silverado 1500	Yes

Staff finds the bid submitted by Jim Burke Ford, Bakersfield, to be acceptable and recommends approval of the purchase.

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Picture Exhibit	Backup Material







# ADMINISTRATIVE REPORT

**MEETING DATE:** 9/25/2019

Consent - Miscellaneous y.

**TO:** Honorable Mayor and City Council  
**FROM:** Dianne Hoover, Director of Recreation and Parks  
**DATE:** 9/13/2019  
**WARD:** Ward 5  
**SUBJECT:** Appropriate \$571,480 Park Improvement Fund balance from Southwest Developer Reimbursement - Zone 1 for the reimbursement to Sierra Oaks, Partners LLC for their completion of Belcourt Park.

---

## STAFF RECOMMENDATION:

Staff recommends approval of the appropriation.

## BACKGROUND:

On March 25, 2015, City Council approved Agreement 15-070 between City and Sierra Oaks Partners, LLC (Subdivider), outlining the development of Belcourt Park, an 8.2 acre park located at the northwest corner of Windermere Street and Campus Park Drive.

On March 30, 2016, the City and Subdivider amended the Agreement to provide the Subdivider with more time to construct and to establish Subdivider's park development deposits.

On August 28, 2018, Subdivider submitted a letter to City stating that the construction of Belcourt Park was complete and requested a refund of \$392,224 paid by the Subdivider (note: only paid \$392,000), as well as all park development deposits made to date to the Zone of Benefit, as outlined in the Agreement.

The Subdivider submitted information outlining the total cost that was incurred for the design, engineering, and construction of Belcourt Park in the amount of \$2,181,907.71. Thus, City is contractually obligated to refund the initial \$392,000 deposit (which is currently in a developer reimbursement account with project code P5C135), plus the lesser of the actual costs incurred to construct the park or park development deposits collected from the Zone of Benefit. As of August 30, 2019, \$571,480 in park development deposits have been collected from the Zone of Benefit.

The City has a maximum future obligation of \$1,610,427.71 or the actual park development deposits collected once all of the Zone of Benefit is constructed as listed in the Agreements, not greater than the actual cost to construct the park. Future payments will be due in quarterly

installments as they are received.

The Belcourt Park developer reimbursement obligation is funded through Park Improvement Fees Southwest Developer Reimbursement – Zone 1, there is no impact to the General Fund.

**ATTACHMENTS:**

Description	Type
☐ Agreement 15-070	Backup Material
☐ Amendment 15-070(1)	Backup Material

**RECORDING REQUESTED BY:  
City of Bakersfield**

When recorded, mail to:

**VIRGINIA GENNARO  
City Attorney  
CITY ATTORNEY'S OFFICE  
1600 Truxtun Avenue, 4th Floor  
Bakersfield, California 93301**

**DOCUMENT  
ELECTRONICALLY  
RECORDED IN THE  
OFFICIAL RECORDS**

No Fee for Recording in Accordance  
With Section 27383 of the  
California Government Code

Recorded For The Benefit of the Above Party

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Space above this line for Recorder's use

**15-070**

**AGREEMENT FOR ACQUISITION AND DEVELOPMENT  
OF BELCOURT AT SEVEN OAKS PARK LOACTED AT  
CAMPUS PARK DRIVE AND WINDEMERE STREET**

CITY OF BAKERSFIELD  
ORIGINAL

Recorded Electronically by:  
017 City of Bakersfield City Clerk

**RECORDING REQUESTED BY:**  
**City of Bakersfield**

When recorded, mail to:

**VIRGINIA GENNARO**  
**City Attorney**  
**CITY ATTORNEY'S OFFICE**  
**1600 Truxtun Avenue, 4th Floor**  
**Bakersfield, California 93301**

**DOC #: 000215037457**



000215037457

Stat Types: 1	Pages: 29
FEEES	.00
TAXES	.00
OTHER	.00
PAID	.00

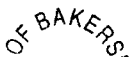
No Fee for Recording in Accordance  
With Section 27383 of the  
California Government Code

Recorded For The Benefit of the Above Party

Space above this line for Recorder's use

**15-070**

**AGREEMENT FOR ACQUISITION AND DEVELOPMENT  
OF BELCOURT AT SEVEN OAKS PARK LOACTED AT  
CAMPUS PARK DRIVE AND WINDEMERE STREET**



AGREEMENT NO. 15-070

**AGREEMENT FOR ACQUISITION AND DEVELOPMENT  
OF BELCOURT AT SEVEN OAKS PARK LOCATED AT  
CAMPUS PARK DRIVE AND WINDERMERE STREET**

**THIS AGREEMENT** is made and entered into on MAR 25 2015, by and between the **CITY OF BAKERSFIELD**, a municipal corporation ("CITY" herein), and **SIERRA OAKS PARTNERS LLC**, a Delaware limited liability company, ("SUBDIVIDER" herein).

**RECITALS**

**WHEREAS**, on August 15, 2007, the City Council adopted Resolution Numbers 161-07, 162-07, 163-07, and 164-07 thereby approving a 2,182 acre project generally bounded by Buena Vista Road, White Lane, Allen Road, and the Union Pacific Railroad commonly referred to as the West Ming Project ("West Ming"); and

**WHEREAS**, by Resolution Number 163-07 referenced above, the City Council approved the West Ming Specific Plan (the "Specific Plan"); and

**WHEREAS**, the current Specific Plan for West Ming includes six separate residential villages identified as Villages "A" through "F," a Village Center District and a Special Use District, and provides for various parks to be located within the Villages and Village Center District; and

**WHEREAS**, SUBDIVIDER is first developing Village "F" in West Ming, which has a requirement to develop and dedicate a public park; and

**WHEREAS**, it is the intent of parties to set forth all covenants and conditions for SUBDIVIDER's development and dedication to CITY of an 8.20 gross acre public park within Village "F" and referred to in this Agreement as "Park." See **Exhibit "A"** (legal description of Park) and **Exhibit "B"** (map of Park) attached hereto; and

**WHEREAS**, pursuant to the terms and conditions of this Agreement, SUBDIVIDER will construct Park in substantial compliance with the plans and specifications described in **Exhibit "C"** attached hereto, dedicate said Park to CITY as a public park, and provide for the private maintenance of Park by the applicable homeowners association; and

**WHEREAS**, performance under this Agreement will satisfy all of SUBDIVIDER's parkland dedication requirements and park development and improvement requirements for Village F, including all requirements under chapters 15.80 and 15.82 of the Bakersfield Municipal Code and Section 9.1 of the Specific Plan, including implementation measures P-1 through P-6, inclusive as identified in the Specific Plan; and

**WHEREAS**, the City of Bakersfield Planning Director has made a finding that this Agreement and the acquisition contemplated in this Agreement are consistent with the Specific Plan and the Metropolitan Bakersfield General Plan; and

**WHEREAS**, the transfer of the ownership interests of Park for park purposes is categorically exempt from CEQA under CEQA Guidelines Section 15325, Class 25, and the development of Park site is categorically exempt from CEQA under Sections 15303, Class 3 and 15304, Class 4.

**NOW, THEREFORE**, incorporating the foregoing recitals herein, CITY and SUBDIVIDER mutually agree to dedicate, develop, and provide for the maintenance of a public park as follows:

## **I. DEVELOPMENT**

1. **PARK IMPROVEMENTS.** SUBDIVIDER shall construct Park in the time and manner specified herein.

2. **MANNER OF CONSTRUCTION.** All improvements for Park shall be installed and constructed in conformity with all legal requirements and industry standards observed by a competent practitioner of the profession in California and in accordance with all of the following (the "Park Improvements"):

- 2.1 Consistent with the quality of amenities used in City parks;
- 2.2 The CITY-approved Park Improvement plans and specifications described in **Exhibit "C"**, which the parties acknowledge comply with all adopted CITY standards; and
- 2.3 Good engineering practices and workmanlike manner.

3. **TIME OF CONSTRUCTION.** SUBDIVIDER shall begin construction of Park prior to the issuance of any building permit for Village F except for permits required for the construction of Park and/or permits issued for the construction of model homes. SUBDIVIDER shall complete construction of Park by March 1, 2106, unless

an extension of time is granted by CITY in writing and approved by City Council. If Park is not completed by March 1, 2016, no further building permits will be issued for Village F until Park is completed.

**4. INSPECTION AND APPROVAL OF IMPROVEMENTS.** CITY shall cause to be recorded a Notice of Completion and Acceptance for Park upon the occurrence of all of the following:

**4.1 Completion of Park Improvements.** When the Park Improvements have been satisfactorily completed, and upon written application of the SUBDIVIDER, the City Engineer shall inspect and approve the same within a reasonable time and shall file a certificate showing the date of inspection and approval and shall make an order accepting or approving the Park Improvements.

**5. WARRANTY AGAINST DEFECTS.** SUBDIVIDER shall, for a period of one (1) year following acceptance by CITY, warrant all features of the Park Improvements, including plant material, against defective work or labor done, or defective material furnished, in the performance of this Agreement; and SUBDIVIDER agrees to correct, repair or replace promptly when demanded by CITY, all such defective work or labor done, or defective materials furnished.

## II.

### **REFUND OF DEPOSIT / NO PARK DEVELOPMENT FEES COLLECTED / SATISFACTION OF PARK REQUIREMENTS / NO CITY LIABILITY**

**6. Refund to Subdivider.** The only monies SUBDIVIDER will receive from the CITY for the development of Park shall be the refund of the sum of Three Hundred Ninety-Two Thousand Two Hundred Twenty Four Dollars (\$392,224.00) which SUBDIVIDER previously deposited with the CITY as security for park land development in connection with the Park Square at Seven Oaks apartment project. CITY will refund said monies to SUBDIVIDER upon satisfactory completion of construction of the Park Improvements.

**7. No Park Development Fees Collected From Zone of Benefit.** No park development fees as called for in chapters 15.80 and 15.82 of the Bakersfield Municipal Code will be due, owing, or collected from the Zone of Benefit of the Park, as shown on **Exhibit "D"** attached hereto and incorporated by reference herein.

**8. Satisfaction of Park Development and Improvement Requirements.** SUBDIVIDER's completion of the Park Improvements, and dedication of the Park, as contemplated in this Agreement, shall satisfy all park development and



improvement requirements for the full build-out of Village F as contemplated in the Specific Plan, including all requirements under chapter 15.82 of the Bakersfield Municipal Code, all requirements under Section 9.1 of the Specific Plan, including implementation measures P-1 through P-6, inclusive, thereof, and any conditions of approval requiring park development and/or payment of park development fees.

9. **No City Liability.** CITY shall have no liability for failure to collect any park development fees specified herein, and CITY does not pledge itself that any such monies will be collected. SUBDIVIDER acknowledges and agrees that CITY will not collect park development fees from the Zone of Benefit, and accordingly no such fees will be available to reimburse SUBDIVIDER for or in connection with the development of the Park.

### III. MAINTENANCE

10. **MAINTENANCE RESPONSIBILITY.** The Seven Oaks West Master Homeowners Association, a California non-profit mutual benefit corporation ("SOWMHA"), under a separate license agreement entered into between SOWMHA and CITY of even date herewith, has agreed to maintain and repair, or provide for the maintenance and repair, at no cost to the CITY, of all walls, streetscape and median landscaping, roundabout landscaping, irrigation, park amenities and playground equipment in certain public areas of Village "F" including the Park at a level at least consistent with the standard of maintenance within the City's Consolidated Maintenance District, and has agreed to observe and comply with all applicable safety measures as required by CITY, all as more particularly set forth in the aforementioned license agreement.

10.1 **Remedies and Repairs.** SUBDIVIDER shall repair all problems brought to its attention in writing by CITY, within thirty (30) days if such problems can reasonably be repaired within such time, or if such problems cannot reasonably be repaired within such time, SUBDIVIDER shall commence such repair within thirty (30) days, and shall diligently continue in efforts to complete such repair, without cessation, until such repair is completed. If SUBDIVIDER fails to make appropriate repairs within the time frames specified above, CITY retains the right to make such repairs and submit an invoice to SUBDIVIDER for the cost of such repairs or seek other appropriate remedies.

10.2 **Assignment to Homeowners Association or Maintenance District.** SUBDIVIDER shall have the right to assign some or all of its rights and/or obligations under this Agreement, including its obligations under Section 10.1 above to SOWMHA, a sub-homeowners association or maintenance district, as

contemplated in Section 9.1, including Implementation Measure P-5, of the Specific Plan. Any such assignment shall be by a written agreement signed by SUBDIVIDER and the applicable homeowners association or maintenance district by which SUBDIVIDER assigns to the assignee, and the assignee accepts and assumes the assigned rights and/or obligations. Effective upon SUBDIVIDER's delivery to the CITY of a true and correct copy of such assignment and assumption agreement, SUBDIVIDER shall be released from the obligations assigned thereunder, and the assignee shall be substituted as the obligor therefor in place and stead of SUBDIVIDER.

#### **IV. CONVEYANCE**

##### **11. AGREEMENT TO DEDICATE.**

**11.1 Dedication of Park Property.** SUBDIVIDER shall dedicate or cause to be dedicated, the Park property to CITY in accordance with the covenants and conditions set forth in this Agreement.

**11.2 Satisfaction of Parkland Dedication Requirements.** Dedication of the Park by SUBDIVIDER, as contemplated in this Agreement, shall satisfy all parkland dedication requirements for the full build-out of Village F as contemplated in the Specific Plan, including all requirements under chapter 15.80 of the Bakersfield Municipal Code, all requirements under Section 9.1 of the Specific Plan, including implementation measures P-1 through P-6, inclusive, thereof, and any conditions of approval requiring parkland dedication.

**11.3 Dedication to Occur Following Notice of Completion.** Dedication of Park by SUBDIVIDER to CITY under this Agreement shall occur no earlier than the recordation of the Notice of Completion for the Park Improvements.

**12. CONVEYANCE OF TITLE.** SUBDIVIDER agrees to convey to CITY fee simple marketable title to Park free and clear of all recorded and unrecorded liens, encumbrances, assessments, easements, leases, contracts and taxes, excepting those agreed to in writing by CITY. Any and all water rights accruing to Park real property shall also be transferred to CITY without reservation, provided that the grantor(s) shall have the right to reserve any water rights reserved to Bolthouse Properties, LLC ("BOLTHOUSE"), its successors or assigns, under that certain Land Exchange and Water Development Agreement dated June 7, 2006 by and between BOLTHOUSE, Castle & Cooke California, Inc., the Kern County Water Agency and CITY, including the right to pump or take groundwater from the Park property for development purposes or amenities pursuant to Section 3.4

of said agreement. SUBDIVIDER also agrees to provide evidence to CITY that waivers of surface entry have been recorded with respect to the fee oil, gas and mineral estate owned by third parties in and to the Park property. Within thirty (30) days of recordation of the Notice of Completion, SUBDIVIDER shall execute a Grant Deed which conveys fee simple title to the property to CITY and shall deliver same to Escrow Holder.

**13. ESCROW.**

**13.1 Escrow Holder.** The conveyance of the Park property shall be consummated by means of an escrow to be opened at the office of Ticor Title Company, located at 10000 Stockdale Highway, Suite 101, Bakersfield, CA 93311 (herein "Escrow Holder").

**13.2 Real Property.** SUBDIVIDER shall grant Park to CITY, in fee simple, and in the manner set forth herein.

**13.3 Escrow Instructions.** Within twenty (20) working days of the recordation of the Notice of Completion, each party shall deliver to Escrow Holder appropriately executed escrow instructions or file a written protest detailing what instructions are not acceptable. This Agreement shall serve as the parties' instructions to the Escrow Holder and shall become part of the escrow instructions for consummation of the conveyance of the property. SUBDIVIDER and CITY agree to execute such additional and supplementary instructions as may be appropriate or required by Escrow Holder to comply with the terms of this Agreement; provided, however, that in the event of any conflict between this Agreement and any additional or supplementary escrow instructions, the terms of this Agreement shall control, unless the parties jointly agree to the contrary. Said escrow instructions are incorporated herein by this reference.

**13.4 Closing Costs.** SUBDIVIDER shall be responsible for normal escrow fees, including the cost of title insurance which vests title to Park real property in the CITY. SUBDIVIDER shall be responsible for all other closing costs, including, but not limited to, all real property taxes and assessments accruing up to the close of escrow. SUBDIVIDER shall fully pay the full amount of any bond or assessment which is a lien upon the property.

**14. PRELIMINARY TITLE REPORT AND DOCUMENTS.** Within ten (10) working days following the execution of this Agreement, the following shall occur:

**14.1 Preliminary Title Report.** SUBDIVIDER shall obtain a preliminary title report (herein "PTR") concerning the property, together with copies of reproducible documents referred to in such PTR, if any.

**14.2 Title Documents.** SUBDIVIDER shall provide CITY copies of all currently effective unrecorded tenant leases, licenses or other agreements relating to the property.

**14.3 City Approval/Disapproval of Title Exceptions.** CITY shall deliver to Escrow Holder its written approval or disapproval of any exceptions to the title referred to above within ten (10) working days after CITY's receipt thereof. If, after receipt of disapproval of any exceptions to the title, SUBDIVIDER does not elect to cure all of said exceptions, then CITY shall have the right either to accept title to the property subject to said exceptions, thereby waiving any and all claims against SUBDIVIDER by reason thereof, or to terminate this Agreement. CITY shall give SUBDIVIDER such written notice of CITY's election within the ten (10) working days after receipt of SUBDIVIDER's election not to cure. If CITY elects to terminate this Agreement, thereafter neither SUBDIVIDER nor CITY shall have any further liability hereunder, except that CITY shall be entitled to the prompt return of all funds deposited by CITY with Escrow Holder, less reasonable escrow cancellation fees and costs and title company charges which CITY hereby agrees to pay.

**15. CLOSING DATE.** Escrow shall close within 60 calendar days after the recordation of the Notice of Completion for the Park Improvements.

**16. CONTINGENCIES.** The closing of this transaction is contingent upon the satisfaction or waiver of the following contingencies:

**16.1 Site Assessment.** A favorable environmental site assessment to be performed by CITY.

**16.2 Condition of Title.** CITY's written approval of a current PTR concerning the property issued by the Title Company, as well as all documents referred to in the PTR or this Agreement (the "Underlying Documents"), and the issuance by the Title Company of the title policy. SUBDIVIDER shall cause the PTR and all Underlying Documents to be delivered to CITY promptly after the date of Agreement. CITY's approval is to be given within ten (10) days after receipt of said PTR and legible copies of all Underlying Documents. The disapproval by CITY of any monetary encumbrance, which by the terms of the Agreement is not to remain against the property after the Closing, shall not be considered a failure of this condition, as SUBDIVIDER shall have the obligation, at SUBDIVIDER's expense, to satisfy and remove such disapproved monetary encumbrance at or before the Closing.

**16.3 Existing Leases and Tenancy Statements.** CITY's written approval, within ten (10) days after receipt of legible copies of all leases,

subleases or rental arrangements (collectively the "Existing Leases") affecting the property.

**16.4 Other Agreements.** CITY's written approval, within ten (10) days after receipt, of a copy of any other agreements ("Other Agreements") known to SUBDIVIDER that will affect the property beyond the Closing. CITY shall cause said copies to be delivered to SUBDIVIDER promptly after the Date of Agreement. These agreements shall be part of the Underlying Documents.

**16.5 Material Change.** No material change shall have occurred with respect to the property that has not been approved in writing by CITY, which shall have twenty (20) days following receipt of written notice from any source of any such Material Change within which to approve or disapprove same. Unless otherwise notified in writing by either party, Escrow Holder shall assume that no Material Change has occurred prior to close of escrow.

**16.6** All above contingencies are for the benefit of, and may be waived in writing by, CITY and may be elsewhere herein referred to as "CITY Contingencies."

## **V. MISCELLANEOUS**

### **17. IMPROVEMENT SECURITY.**

**17.1** This Agreement shall be secured by good and sufficient security, which shall be filed with the CITY prior to commencement of construction. Such improvement security shall consist of security set forth in Bakersfield Municipal Code Chapter 16.32. Any corporate surety bond issued pursuant to Bakersfield Municipal Code Section 16.32.020-3 shall substantially conform to the form set forth in Section 66499.1 of the Map Act or any successor statute. The estimated cost of the various features of the Park Improvements, as shown on attached Engineer's Bond estimate, **Exhibit "E"** attached hereto and incorporated as though fully set forth herein, shall be used, if applicable, as the basis for the reduction of security in connection with the CITY acceptance of Park Improvements.

**17.2** Said improvement security shall be in the amount of one hundred percent (100%) of the total estimated cost of construction of the Park Improvements as outlined on the Engineer's Bond estimate conditioned upon the faithful performance of the agreement for the full and timely completion of the Park Improvements in accordance with this Agreement.

**17.3** Additional improvement security shall also be provided in an amount of fifty percent (50%) of the total estimated cost of construction of the Park Improvements, securing payment to the contractor, its subcontractors, and to persons renting equipment or furnishing labor or materials to it for the work.

**17.4** Additional improvement security shall also be provided in an amount of ten percent (10%) of the total estimated cost of the construction of the Park Improvements, to be provided prior to CITY acceptance of the Park Improvements, to secure SUBDIVIDER's obligation to warrant the Park Improvements, for a period of one (1) year following recordation of the Notice of Completion for the Park Improvements, against any defective work or labor done or defective materials furnished.

## **18. REDUCTION AND RELEASE OF SECURITY.**

**18.1** Improvement security may be reduced on order of the City Engineer upon completion of a phase of work which is operational and usable as a public improvement as set forth above.

**18.2** Improvement security for payment to the contractor, or any of its subcontractors or any person renting equipment or furnishing labor or materials to it for the Park Improvements may, sixty (60) days after recordation of a Notice of Completion, be reduced to an amount not less than the total of all claims on which an action or stop notice has been filed and notice thereof given in writing to CITY, and if no such action or stop notice is filed, such improvement security may be released in full.

**18.3** The security identified in paragraph 17.4 shall be finally released to the SUBDIVIDER one (1) year following the recordation of a Notice of Completion and Acceptance by CITY, provided that no defective work or labor done or defective materials furnished in the performance of the work has been discovered within such one (1) year period and reported in writing to CITY, and further provided that no damage has been done to the Park Improvements after its approval by any other work undertaken by the SUBDIVIDER.

**18.4** In the event defective work, labor or materials has been discovered or damage to the Park Improvements has resulted from SUBDIVIDER's other work, the security shall be released upon satisfactory repair or replacement of the defective or damaged Park Improvements, as determined by CITY, or after expiration of the one (1) year specified above, whichever occurs later.

## **19. COMPLETION BY SURETY OR CITY.**

**19.1** If the City Engineer, in the exercise of reasonable discretion, determines that:

**19.1.1** The SUBDIVIDER has failed to properly and fully complete all of the work of improvement in accordance with this Agreement, and within the time, or any extension of time, provided herein; or

**19.1.2** The SUBDIVIDER has failed or neglected to begin the work, or any feature of the work, within a time which will reasonably allow its completion within the time, or any extension of time, provided in this Agreement; or

**19.1.3** The SUBDIVIDER has abandoned any of the work; or

**19.1.4** The SUBDIVIDER, if an individual, has been declared incompetent or placed under the care of a guardian or conservator, or has disappeared; or

**19.1.5** The SUBDIVIDER has filed a petition in bankruptcy or has been declared bankrupt;

then the City Engineer may give the SUBDIVIDER and its surety fourteen (14) days' written notice to proceed with the work, without prejudice to any other remedy CITY may have in law or equity.

**19.2** If the surety proceeds with the work, the surety shall be subject to all of the provisions of this Agreement.

**19.3** If the SUBDIVIDER or its surety shall fail or neglect to proceed with the work diligently and in good faith in accordance with this Agreement after such notice has been given, CITY may thereafter, at its sole option and without prejudice to any other remedy, provide the necessary supervision, equipment, materials and labor as it may determine necessary to undertake and complete the work of improvement or any part thereof in the manner required by this Agreement, by independent contract or by CITY forces, all for the account and at the expense of the SUBDIVIDER, and the SUBDIVIDER and its surety shall be liable to CITY and shall pay CITY, on demand, any expenses, costs, fees or other expenditures incurred by CITY in the course thereof.

**20. SUBDIVIDER'S WARRANTIES.** SUBDIVIDER warrants and represents it is the sole owner of, or has the right to acquire, in fee simple, the Park property and has or shall have the right and legal ability to transfer or cause to be transferred said Park as set forth in this Agreement to CITY.



**21. INSURANCE.** In addition to any other insurance or bond required under this Agreement, SUBDIVIDER shall procure and maintain for the duration of this Agreement the following types and limits of insurance ("basic insurance requirements" herein):

**21.1 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:

**21.1.1** Provide coverage for owned, non-owned and hired autos.

**21.2 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:

**21.2.1** Provide contractual liability coverage for the terms of this Agreement.

**21.2.2** Provide products and completed operations coverage.

**21.2.3** Contain an additional insured endorsement in favor of CITY, its mayor, council, officers, agents, employees and volunteers.

**21.2.4** All policies shall be written on a first-dollar coverage basis, or contain a deductible provision. Subject to advance approval by the CITY, SUBDIVIDER 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.

**21.3 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 the CITY, its mayor, council, officers, agents, employees and designated volunteers.

**21.4** All policies required of the SUBDIVIDER 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 SUBDIVIDER's insurance and shall not contribute with it.

**21.5** 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.

**21.6** Unless otherwise approved by CITY's Risk Manager, all policies shall contain an endorsement providing the CITY with thirty (30) day's 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.

**21.7** 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.

**21.8** SUBDIVIDER shall furnish the City Risk Manager with a certificate of insurance and required endorsements evidencing the insurance required. The 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.

**21.9** Full compensation for all premiums which SUBDIVIDER 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 therefore or for additional premiums which may be required by extensions of the policies of insurance.

**21.10** It is further understood and agreed by SUBDIVIDER 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 SUBDIVIDER in connection with this Agreement.

**21.11** 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 SUBDIVIDER.

**22. INDEPENDENT CONTRACTOR.** This Agreement calls for the performance of the services of SUBDIVIDER as an independent contractor. SUBDIVIDER 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 SUBDIVIDER other than that of an independent contractor.

**23. INDEMNITY.** SUBDIVIDER 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 SUBDIVIDER, SUBDIVIDER'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.

**24. 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.

**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. 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.

**27. SEVERABILITY.** If any provision of this Agreement may prove to be invalid, void or illegal, it is the intent of the parties that all other provisions of this Agreement shall remain fully valid, enforceable and binding on the parties hereto.

**28. NO WAIVER OF DEFAULT.** The failure of any party to enforce against another a 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.

**29. 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.

**30. 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.

**31. 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.

**32. NON-INTEREST.** No officer or employee of the CITY shall hold any interest in this Agreement (California Government Code Section 1090).

**33. ACCEPTANCE.** The acceptance of work or services, or payment for work or services, by CITY shall not constitute a waiver of any provisions of this Agreement.

**34. ASSIGNMENT.** This Agreement shall not be assigned by any party, or any party substituted, without prior written consent of all parties.

**35. COMPLIANCE WITH ALL LAWS.** SUBDIVIDER shall, at no cost to the CITY, 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.

**36. COVENANTS RUN WITH THE LAND.** All provisions of this Agreement shall run with the land and be binding upon the parties, their respective heirs, administrators, executors, successors, assigns, devisees, representatives and all other persons or entities acquiring the property (or any portion thereof or interest therein) which is the subject of this Agreement.

**37. RECORDATION.** This agreement shall be recorded at the Kern County Hall of Records.

**38. 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, California 93301  
Telephone: (661) 326-3866

**SUBDIVIDER:** SIERRA OAKS PARTNERS LLC  
ATTENTION: TODD CUNNINGHAM  
27285 Las Ramblas, Suite 239  
Mission Viejo, CA 92691  
Telephone: (949) 348-8162

**With a copy to:** BOLTHOUSE PROPERTIES, LLC  
ATTENTION: STEPHAN J. DEBRANCH  
2000 Oak Street, Suite 200  
Bakersfield, CA 93301  
Telephone: (661) 323-4005

**39. TAX NUMBERS.**

SUBDIVIDER's Federal Tax Identification Number: 46-3074438  
Is SUBDIVIDER a corporation? Yes \_\_\_\_\_ No X.  
(Please check one.)

**40. 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.

**41. HAZARDOUS MATERIALS.** SUBDIVIDER knows of no hazardous material stored, dumped or in any way placed in, on, over or about Park. SUBDIVIDER knows of no activities, either public or private, wherein SUBDIVIDER or a third party has placed or dumped any hazardous material of any nature in, on, over or about Park. SUBDIVIDER takes full responsibility for cleaning up any hazardous material placed in, on or about Park at any time prior to CITY taking title and hereby fully indemnifies CITY, and CITY's successors and assigns, from any and all liability, claims, actions, causes of action or demands whatsoever for clean up of hazardous materials found in, on, over or about Park placed prior to CITY taking title.

**42. NEGATION OF PARTNERSHIP.** CITY shall not become or be deemed a partner or joint venturer with SUBDIVIDER or associate in any such relationship with SUBDIVIDER by reason of the provisions of this Agreement. SUBDIVIDER shall not for any purpose be considered an agent, officer or employee of CITY.

**43. APPLICABILITY OF CERTAIN LAWS.** SUBDIVIDER acknowledges that it is represented by its own separate legal counsel in regard to this Agreement. SUBDIVIDER accepts responsibility for and shall be responsible for identification of and for compliance with all applicable laws pertaining to constructing those improvements referenced above and the contract or contracts pertaining thereto, including but not limited to the Labor Code, the Public Contract Code, and the Government Code of the State of California. CITY makes no representation as to the applicability or inapplicability of any laws regarding contracts, including contracts related to the construction of the Park Improvements, and especially the matters of competitive bidding and the payment of prevailing wages. SUBDIVIDER will neither seek to hold nor hold the CITY liable, and shall hold harmless and indemnify CITY, each of its officers, officials and employees for any consequence of any failure by SUBDIVIDER to correctly determine applicability of any such requirements to any contract it enters into, irrespective of whether CITY knew or should have known about applicability of any such requirement. This paragraph shall apply with respect to any enforcement action, whether public or private, and whether brought by a public enforcement agency or by private civil litigation, against SUBDIVIDER or CITY or both with respect to the matters addressed by this paragraph.

\* \* \*

**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:   
**HARVEY L. HALL**  
Mayor

**"SUBDIVIDER"**  
**SIERRA OAKS PARTNERS LLC**


By: 

Print Name: Jeff Eittreim

Title: Senior Project Manager

APPROVED AS TO FORM:  
**VIRGINIA GENNARO**  
City Attorney

By:   
**RICHARD IGER**  
Associate City Attorney

Insurance: 

APPROVED AS TO CONTENT:  
**RECREATION AND PARKS DEPARTMENT**

By:   
**DIANNE HOOVER**  
Recreation and Parks Director

COUNTERSIGNED:

By:   
**NELSON K. SMITH**  
Finance Director

RI:lsc

Attachments: Exhibit "A" – Legal Description of Park Dedication  
Exhibit "B" – Park Map  
Exhibit "C" – Description of Plans and Specifications for Park Improvements  
Exhibit "D" – Zone of Benefit  
Exhibit "E" – Engineer's Bond Estimate  
Certificates of Insurance

Acquisition, Dedication & Development Agreement  
WoodbridgeAcqDevWMing-F.Iger.20141118.05



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

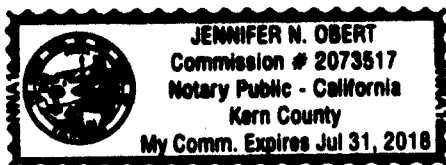
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
 County of Kern )  
 On March 25, 2015 before me, Jennifer N. Obert, Notary Public,  
 Date Here Insert Name and Title of the Officer  
 personally appeared Harvey L. Hall  
 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 Jennifer N. Obert  
 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: \_\_\_\_\_ Document Date: \_\_\_\_\_  
 Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
 Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
 Signer Is Representing: \_\_\_\_\_

CITY OF BAKERSFIELD  
 ORIGINAL

**EXHIBIT "A"**  
**PARK SITE**  
**LEGAL DESCRIPTION**

ALL THAT PORTION OF PARCELS 10 AND 11 OF PARCEL MAP 12100 RECORDED DECEMBER 30, 2014 , 2014 IN BOOK 59 OF PARCEL MAPS, AT PAGE 178 IN THE OFFICE OF THE KERN COUNTY RECORDER, LYING WITHIN THE NORTH HALF OF SECTION 13, TOWNSHIP 30 SOUTH, RANGE 26 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF BAKERSFIELD, COUNTY OF KERN, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL 10, SAID POINT LYING ON A 2404.00 FEET RADIUS CURVE CONCAVE NORTHEASTERLY WHOSE RADIAL BEARS NORTH 59°26'37" EAST, SAID POINT ALSO BEING ON THE SOUTHWESTERLY RIGHT-OF-WAY OF WINDERMERE STREET;

THENCE (1) ALONG SAID RIGHT-OF-WAY, SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°30'49", AN ARC DISTANCE OF 315.25 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 49.00 FEET WHOSE RADIAL BEARS NORTH 51°55'48" EAST;

THENCE (2) CONTINUING ALONG SAID RIGHT-OF-WAY, SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 87°35'37", AN ARC DISTANCE OF 74.91 FEET;

THENCE (3) CONTINUING ALONG SAID RIGHT-OF-WAY, SOUTH 49°31'25" WEST A DISTANCE OF 575.57 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 946.00 FEET;

THENCE (4) CONTINUING ALONG SAID RIGHT-OF-WAY, SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°36'51", AN ARC DISTANCE OF 59.67 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 35.00 FEET, WHOSE RADIAL BEARS NORTH 36°51'44" WEST;

THENCE (5) CONTINUING ALONG SAID RIGHT-OF-WAY, WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 49°42'22", AN ARC DISTANCE OF 30.36 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 95.00 FEET, WHOSE RADIAL BEARS SOUTH 12°50'38" WEST;

THENCE (6) CONTINUING SOUTH ALONG SAID RIGHT-OF-WAY, WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 44°21'37", AN ARC DISTANCE OF 73.55 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 35.00 FEET, WHOSE RADIAL BEARS NORTH 31°30'59" WEST;

THENCE (7) WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°43'44", AN ARC DISTANCE OF 29.77 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 946.00 FEET, WHOSE RADIAL BEARS NORTH 17°12'45" EAST, SAID POINT BEING ON THE NORTHERLY RIGHT-OF-WAY OF ARBOR REAL DRIVE;

THENCE (8) ALONG SAID NORTHERLY RIGHT-OF-WAY, NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $11^{\circ}05'15''$ , AN ARC DISTANCE OF 183.06 FEET;

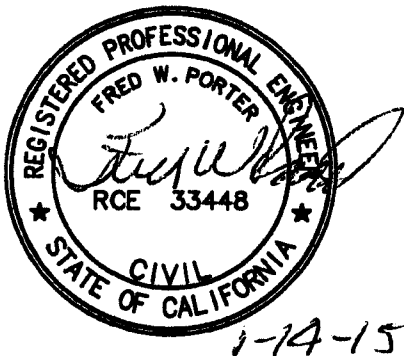
THENCE (9) NORTH  $35^{\circ}26'38''$  EAST, A DISTANCE OF 637.85 FEET;

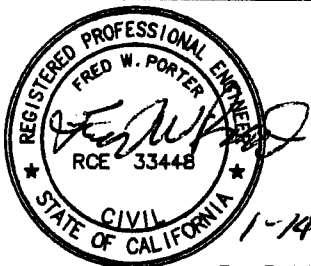
THENCE (10) NORTH  $29^{\circ}31'54''$  WEST, A DISTANCE OF 289.52 FEET;

THENCE (11) NORTH  $60^{\circ}58'51''$  EAST, A DISTANCE OF 302.05 FEET TO A POINT LYING ON A 2404.00 FEET RADIUS NON-TANGENT CURVE CONCAVE NORTHEASTERLY WHOSE RADIAL BEARS NORTH  $65^{\circ}35'40''$  EAST, SAID POINT ALSO BEING A POINT ON THE SOUTH RIGHT-OF-WAY OF WINDERMERE STREET;

THENCE (12) SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $06^{\circ}09'02''$ , AN ARC DISTANCE OF 258.07, TO THE **POINT OF BEGINNING**.

CONTAINING 8.20 GROSS ACRES, MORE OR LESS.

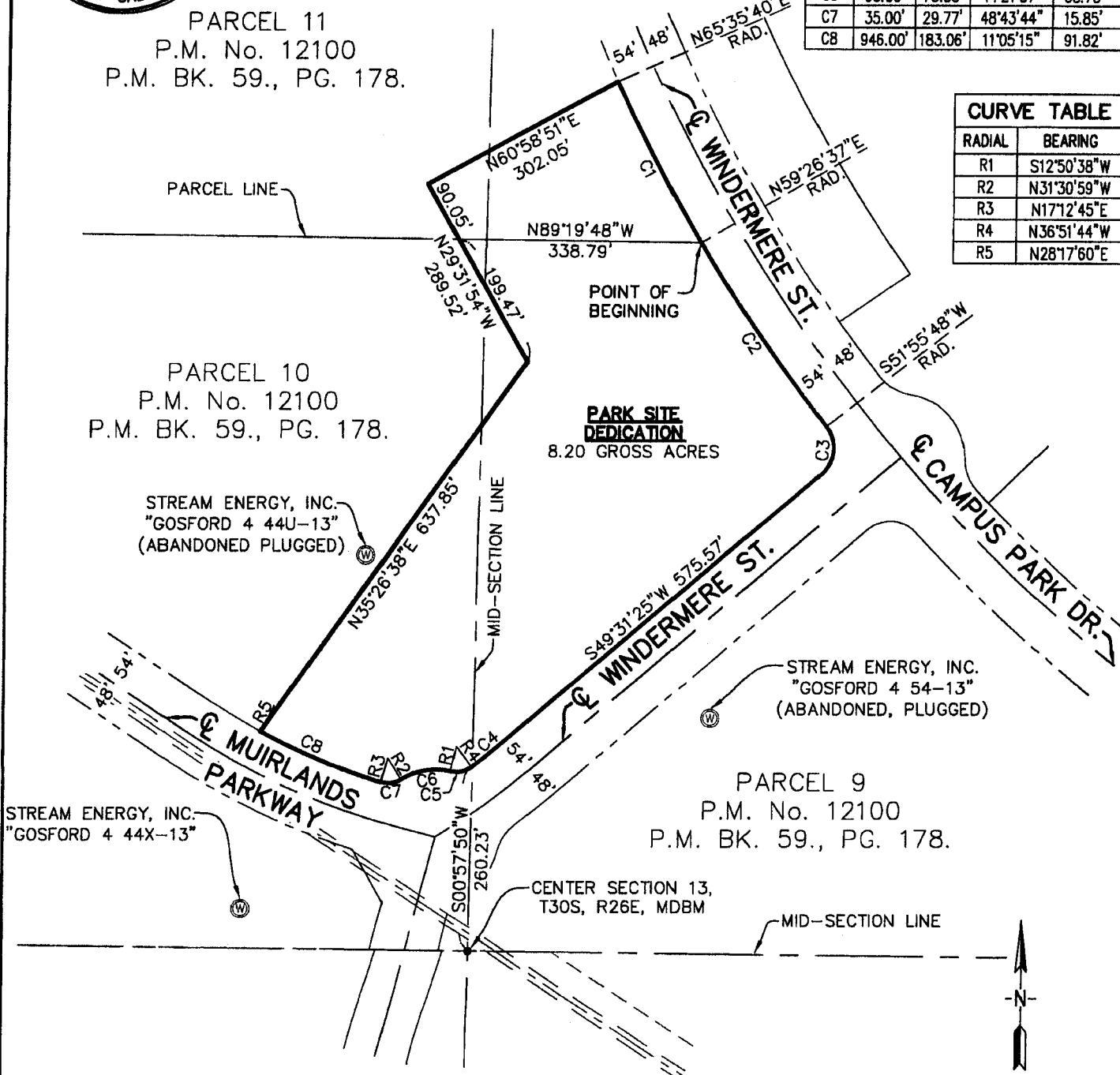




# EXHIBIT "B"

CURVE TABLE				
CURVE	RADIUS	LENGTH	DELTA	TANGENT
C1	2404.00'	258.07'	6°09'02"	129.16'
C2	2404.00'	315.25'	7°30'49"	157.85'
C3	49.00'	74.91'	87°35'37"	46.98'
C4	946.00'	59.67'	3°36'51"	29.85'
C5	35.00'	30.36'	49°42'22"	16.21'
C6	95.00'	73.55'	44°21'37"	38.73'
C7	35.00'	29.77'	48°43'44"	15.85'
C8	946.00'	183.06'	11°05'15"	91.82'

CURVE TABLE	
RADIAL	BEARING
R1	S12°50'38"W
R2	N31°30'59"W
R3	N17°12'45"E
R4	N36°51'44"W
R5	N28°17'60"E



"THIS MAP IS FOR ILLUSTRATIVE PURPOSES ONLY"

SHEET  
**1**  
OF 1 SHEETS

DATE: 01/13/2015  
JOB No. 2750H  
ENGINEER: FP2  
DRAFTSMEN: NMS

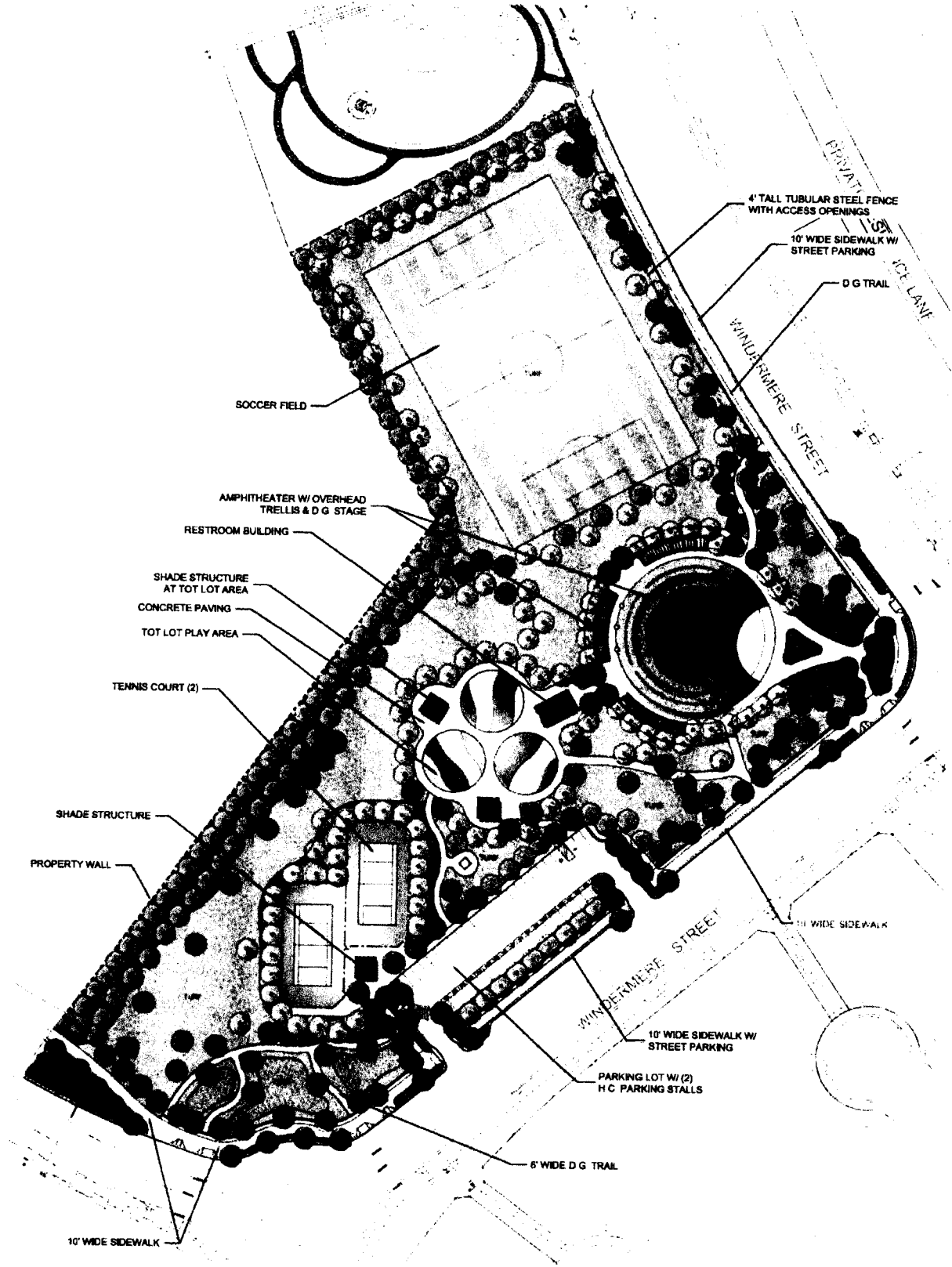
**WMSP VILLAGE "F"**  
**PARK SITE**  
**CITY OF BAKERSFIELD**



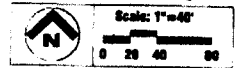
**PORTER & ASSOCIATES, INC.**  
ENGINEERING & SURVEYING  
1200 21st St, Bakersfield, CA 93301  
861.327.0362 FAX 861.327.1065

ORIGINAL

Exhibit "C"



site plan



# Belcourt at Seven Oaks | Park

Woodbridge Pacific Group | Bakersfield, CA | November 11, 2014

**JMP** CITY OF BAKERSFIELD  
 Surveying & Planning  
 1011 - 10th Street, Suite 100  
 Bakersfield, CA 93310  
 ORIGINAL



SUMMERS/MURPHY & PARTNERS, INC.  
LANDSCAPE ARCHITECTS

34197 COAST HIGHWAY SUITE 200, DANA POINT, CALIFORNIA 92629 (949) 443-1446 • FAX (949) 443-1631

**PARK**

**FACILITY REQUIREMENTS**

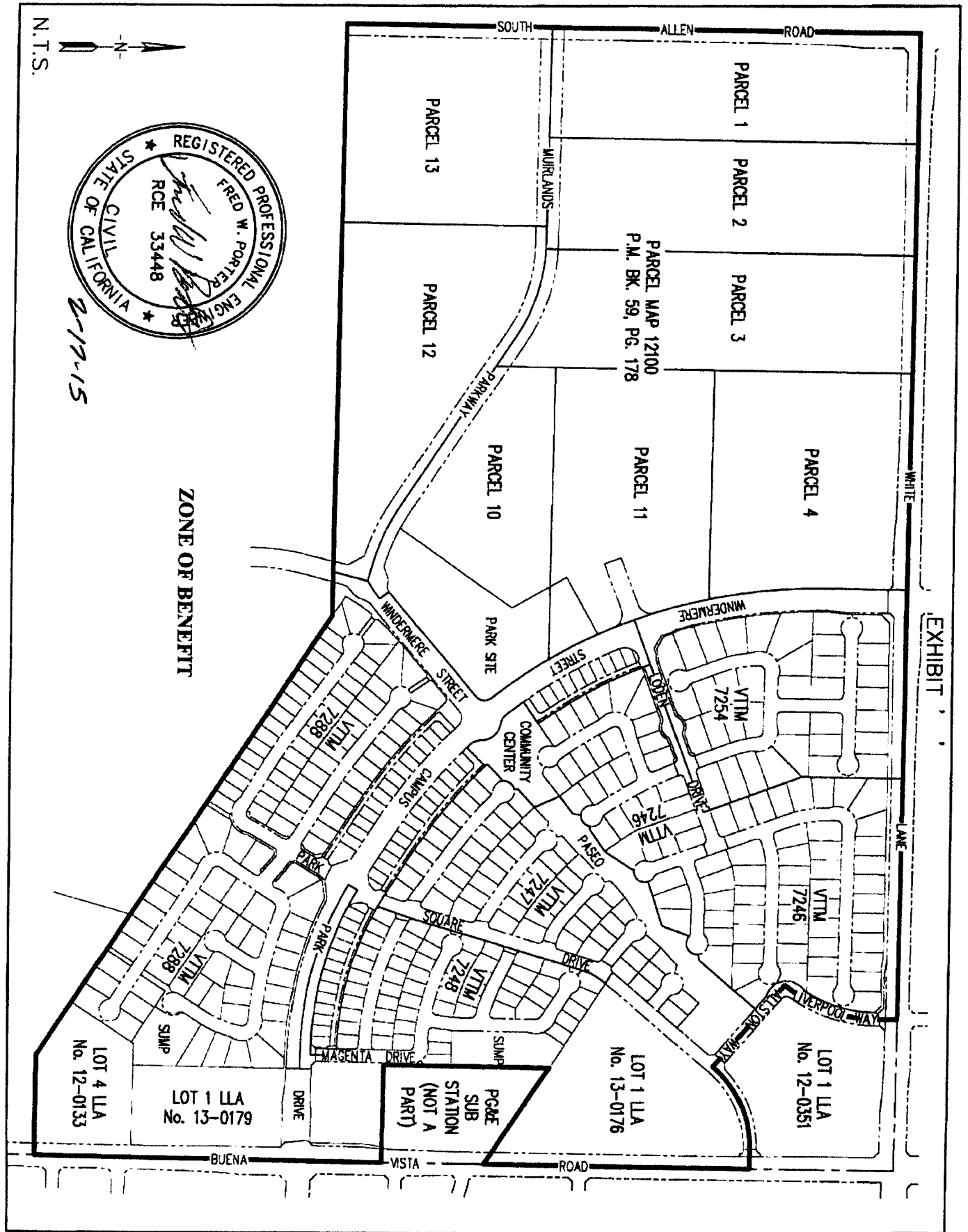
Dedication of Land	Yes
Design & Development	Yes
Grading and Leveling	Yes
Curb/Gutter/Sidewalks/street Improvements	Yes
Utilities – Electric/Water/Sewer/Phone Line	Yes
Security Lighting	8 Poles
Automatic Irrigation System Maxicom Computer Controlled	Yes
Restroom & Storage Building Fixtures	2 – Male / 2 – Female
Playground Areas (3) Elementary & Tot	Yes
Playground Shelters and Shade Structures	Yes
Turf and Landscaping Soil Amendments	Yes
Tree (48" Box)	25
Tree (36" Box)	40
Tree (24" Box)	100
Shrubs (5 Gallon Size)	2000
Shrubs (15 Gallon Size)	1000
Concrete Walkways	Yes
Meandering D.G. Trail 6' Wide	Yes

CITY OF BAKERSFIELD  
ORIGINAL

Aluminum Benches	28
Aluminum Tables	16
Barbeques	4
Drinking Fountains	5
Trash Containers	40
Bike Rack	4
Open Field Area	Yes
Soccer Field	200' x 300'
Tennis Court	2
Amphitheater with Overhead Trellis and D.G Stage	1
Tubular Steel Fence with Access Openings	Yes
Parking Lot w/ (2) H.C. Parking Stalls	Yes
Monument Wall with Park Name	Yes
City Standards & Specs	Yes
Masonry Block Wall along Western Border of Park Adjacent to Future Residential	Yes

## EXHIBIT C





CITY OF BAKERSFIELD  
ORIGINAL

# Exhibit "E"



## BELCOURT AT SEVEN OAKS 8.2 ACRE PARK

Sierra Oaks Partners, LLC

Note: \* This is a bond estimate only and not to be used for pay any other purposes.

### Preliminary Opinion of Cost Estimate

#### HARDSCAPE

Parking Lot Paving	15177 s.f.	\$ 151,770.00
Concrete Walk Paving inside	39010 s.f.	\$ 175,545.00
Concrete Parkway outside	15759 s.f.	\$ 70,915.50
Park Trail	9270 s.f.	\$ 23,175.00
Tennis Courts (2)		\$ 150,000.00
Restroom	750 s.f.	\$ 75,000.00
Shade Structures (2)	1200 s.f.	\$ 102,000.00
Tension Shade at Amphitheater	1350 s.f.	\$ 60,750.00
Drinking Fountains (4)		\$ 48,000.00
Bike Racks (3)		\$ 9,000.00
Safety Fencing along roadways	1200 l.f.	\$ 54,000.00
Park Signage and Kiosk		\$ 50,000.00
Park Lighting (parking lot, walkway)		\$ 75,000.00
Tot Lot (age group play equip, rubber surface)		\$ 100,000.00
Masonry Block Wall ( Western Border to the Park)	877 l.f	\$ 57,005.00

SUB TOTAL \$ 1,202,160.50

#### SOFTSCAPE

Soil Prep & Fine Grade	270500 s.f.	\$ 94,675.00
Automatic Irrigation	270500 s.f.	\$ 405,750.00
Hydro seeded Turf	230744 s.f.	\$ 80,760.40
Trees		
48 inch box	25	\$ 32,500.00
36 inch box	40	\$ 20,400.00
24 inch box	100	\$ 25,000.00
Shrubs		
5 gallon	2000	\$ 30,000.00
15 gallon	1000	\$ 85,000.00
Ground Covers		
1 gallon	8000	\$ 52,000.00
Vines 15 gallon	60	\$ 5,100.00
Mulch 3 inches in shrub areas	61640 s.f.	\$ 40,066.00

SUB TOTAL \$ 871,251.40

TOTAL \$ 2,073,411.90

CONTINGENCY 15% \$2,384,423.69

CITY OF BAKERSFIELD  
ORIGINAL

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:

<b>State Or Governmental Agency Or Subdivision Or Political Subdivision:</b>
<b>Per Written Contract</b>
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".



# CERTIFICATE OF LIABILITY INSURANCE

SIERR05

OP ID: EM

DATE (MM/DD/YYYY)

03/02/2015

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).

<b>PRODUCER</b> Clifford & Bradford Ins Agency 1515 20th Street Bakersfield, CA 93301 Michael W. Cooper	<b>CONTACT NAME:</b> Courtney Cole	
	<b>PHONE (A/C, No, Ext):</b> 661-283-8100	<b>FAX (A/C, No):</b> 661-283-8111
	<b>E-MAIL ADDRESS:</b> cole@cliffordandbradford.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b> Sierra Oaks Partners LLC Woodbridge Pacific Group, Inc. 27285 Las Ramblas Ste 230 Mission Viejo, CA 92691	<b>INSURER A:</b> United Specialty Ins. Co.	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		BTO1416699	03/15/2014	03/15/2017	EACH OCCURRENCE \$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ EXCLUDED
							MED EXP (Any one person) \$ EXCLUDED
							PERSONAL & ADV INJURY \$ 2,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	<b>GEN'L AGGREGATE LIMIT APPLIES PER:</b>						
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
	OTHER:						
	<b>AUTOMOBILE LIABILITY</b>						
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<b>EXCESS LIAB</b>						AGGREGATE \$
	<b>DED</b>						\$
	<b>RETENTION \$</b>						
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				PER STATUTE OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)

CITY OF BAKERSFIELD, ITS MAYOR, COUNCIL, OFFICERS, AGENTS EMPLOYEES AND VOLUNTEERS ARE ADDITIONAL INSURED TO THE GENERAL LIABILITY PER FORM CG2012 05/09.

**CERTIFICATE HOLDER****CANCELLATION**

<b>CITYBAK</b>  CITY OF BAKERSFIELD RISK MANAGEMENT OFFICE 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 <i>Michael W. Cooper</i>
--	---

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ACORD 25 (2014/01)

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CITY OF BAKERSFIELD  
ORIGINAL



# CERTIFICATE OF LIABILITY INSURANCE

WOODPAC-01

HEPE

DATE (MM/DD/YYYY)

9/30/2014

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).

<b>PRODUCER</b> Automatic Data Processing Insurance Agency, Inc 1 ADP Boulevard Roseland, NJ 07068		<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b>	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A: AIG Property Casualty Co</b>	
		<b>INSURER B:</b>	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

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
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS  <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	X WC065256310	5/28/2014	5/28/2015	WC STATUTORY LIMITS 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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

City of Bakersfield  
Public Works Department  
1600 Truxton 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

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ACORD 25 (2010/05)

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CITY OF BAKERSFIELD  
ORIGINAL

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT--CALIFORNIA**

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 05/28/2014 forms a part of Policy No. WC 065-25-6310

Issued to WOODBRIDGE PACIFIC GROUP INC

By GRANITE STATE INSURANCE COMPANY

Premium 2655

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 5.0 % of the California workers' compensation premium otherwise due on such remuneration.

**Schedule**

Person or Organization

CALIFORNIA COASTAL COMMUNITIES, INC.  
27285 LAS RAMBLAS #210  
MISSION VIEJO, CA 92691

JOB NUMBER: NONE PROVIDED

JOB LOCATION: NEAR BOLSACHEEKA & WARNER AVENUE IN  
HUNTINGTON BEACH, CA

WHISPERING HILLS, LLC  
19800 MACARTHUR BLVD #700  
IRVINE, CA 92612

JOB NUMBER: NONE PROVIDED

JOB LOCATION: NEAR HIGHWAY 74 & LA PATA IN  
SAN JUAN CAPISTRANO, CA

THE PREMIUM WILL BE 5% OF THE UNMODIFIED PREMIUM  
ARISING OUT OF THE WORK FOR WHICH THE WAIVER IS  
GRANTED. MINIMUM PREMIUM IS \$250.

CITY OF BAKERSFIELD  
1600 TRUXTON AVE.  
BAKERSFIELD, CA 93301

THE PREMIUM WILL BE 5% OF THE UNMODIFIED PREMIUM  
ARISING OUT OF THE WORK FOR WHICH THE WAIVER IS  
GRANTED. MINIMUM PREMIUM IS \$250.

Job Description

DEVELOP, BUILD, SELL  
HOMES

DEVELOP, BUILD, SELL  
HOMES

RE: PROJECT MGMT  
FOR MASTERPLANNED  
COMMUNITY

WC 04 03 06  
(Ed. 04/84)

Countersigned by \_\_\_\_\_

Authorized Representative

CITY OF BAKERSFIELD  
ORIGINAL

## **AGREEMENT NO. 15-070 (1)**

### **AMENDMENT NO. 1 TO AGREEMENT NO. 15-070**

**THIS AMENDMENT NO. ONE (1) TO AGREEMENT NO. 15-070** is made and entered into on MAR 30 2016 (the "First Amendment Date"), by and between the **CITY OF BAKERSFIELD**, a municipal corporation ("CITY" herein), and **SIERRA OAKS PARTNERS LLC**, a Delaware limited liability company ("SUBDIVIDER" herein).

### **RECITALS**

**WHEREAS**, on March 25, 2015, CITY and SUBDIVIDER entered into Agreement No. 15-070 for the acquisition and development of Belcourt at Seven Oaks Park ("Park"); and

**WHEREAS**, Agreement No. 15-070 called for SUBDIVIDER to begin construction of Park prior to the issuance of any building permit and complete construction by March 1, 2016; and

**WHEREAS**, on September 2, 2015, SUBDIVIDER requested to delay the deadline to begin construction of Park due to a slowing of SUBDIVIDER's home development forecast; and

**WHEREAS**, CITY agrees to amend Agreement No. 15-070 in order to allow developer to build Park at a more appropriate time.

**NOW, THEREFORE**, incorporating the foregoing recitals herein, CITY and SUBDIVIDER mutually agree to amend Agreement No. 15-070 as follows:

**Section 1.** Part I, Section 3 of Agreement No. 15-070 is hereby amended to read as follows:

**3. TIME OF CONSTRUCTION.** SUBDIVIDER shall commence construction of the Park by no later than the date that the City issues a building permit for the 300<sup>th</sup> residential dwelling unit within the Zone of Benefit, in addition to the building permits previously issued for the Park Square apartments (the "Park Commencement Date") and shall complete construction within two years following the Park Commencement Date (the "Park Completion Date"), unless an extension of time is granted by CITY in writing and approved by the City Council. If construction of the



Park has not commenced by the Park Commencement Date, then no further building permits will be issued for residential dwelling units within the Zone of Benefit until SUBDIVIDER commences construction of the Park. If a Notice of Completion of the Park is not recorded by the Park Completion Date, no further Building Permits will be issued for residential dwelling units within the Zone of Benefit until a Notice of Completion of the Park is recorded.

**Section 2.** Part II of Agreement No. 15-070 is hereby amended to read as follows:

II.

**REFUND TO SUBDIVIDER / SUBDIVIDER'S PARK DEVELOPMENT DEPOSITS /  
DEDICATION UPON DEFAULT / SATISFACTION OF PARK DEVELOPMENT  
REQUIREMENTS / NO CITY LIABILITY**

**6. Refund to SUBDIVIDER / SUBDIVIDER's Park Development  
Deposits.**

**6.1 Refund to SUBDIVIDER.** Upon SUBDIVIDER's satisfactory completion of construction of the Park Improvements, CITY shall refund to SUBDIVIDER the sum of Three Hundred Ninety-Two Thousand Two Hundred Twenty-Four Dollars (\$392,224.00) which SUBDIVIDER previously deposited with the CITY as security for parkland development in connection with the Park Square at Seven Oaks apartment project ("SUBDIVIDER's Park Square Deposit").

**6.2 SUBDIVIDER's Park Development Deposits.** In order to provide further assurances to the CITY to secure SUBDIVIDER's obligations under this Agreement, SUBDIVIDER and CITY agree as follows.

**6.2.1** Upon the issuance of each building permit for a residential dwelling unit within the Zone of Benefit SUBDIVIDER shall deposit with CITY an amount equal to the park development, improvement and enhancement fee payable to the CITY for a similar residential dwelling pursuant to the provisions of Bakersfield Municipal Code Section 15.82 effective as of the earlier of, (i) the date of issuance of such

building permit, or (ii) the date of approval or conditional approval of SUBDIVIDER'S vesting tentative map (or other applicable vesting method), if any, which is applicable to the lot for which such building permit is issued (each, a "Park Development Deposit," and collectively, "Park Development Deposits").

**6.2.2** With respect to the Park Development Deposits:

**6.2.2.1** In the event of SUBDIVIDER's material default of its obligations under this Agreement, CITY shall have and retain all such Park Development Deposits, and shall have the right to use the same for the development, improvement and/or enhancement of park facilities benefiting the Zone of Benefit. The provisions of this Section 6.2.2.1 shall not diminish or otherwise affect the CITY's right to call upon or enforce the CITY'S improvement security as referenced in Sections 17 through 19 below.

**6.2.2.2** Upon SUBDIVIDER's completion of the Park Improvements in accordance with Article I and SUBDIVIDER's conveyance of the Park to the CITY in accordance with Article IV below, CITY shall refund to SUBDIVIDER all Park Development Deposits theretofore collected by the CITY, and thereafter CITY shall on a quarterly basis refund to SUBDIVIDER all additional Park Development Deposits collected by the CITY up to a total reimbursement to SUBDIVIDER equal to the lesser of the following, (i) the total amount of the Park Development Deposits collected by the CITY upon the issuance of building permits for residential dwelling units within the Zone of Benefit, (ii) an amount equal to SUBDIVIDER's actual verified costs incurred in the design, engineering and construction of the Park Improvements (including any subsequent park improvements constructed for the Park as contemplated in Section 17.1 below), or (iii) an amount equal to the Engineer's Bond Estimate as referenced in Section 17.1 below (together with any subsequent Engineer's Bond Estimate relating to subsequent park improvements constructed for the Park). Any unrefunded balance of the Park Development Deposits, including any interest earned thereon, shall be retained by CITY.

**7. City's Rights and Remedies Upon SUBDIVIDER's Default.** If SUBDIVIDER defaults on its obligations under this Agreement, CITY shall have all rights and remedies available to CITY at law or in equity on account of such default, including the right to retain SUBDIVIDER's Park Square Deposit and the Park Development Deposits, and the right to require the payment of park development, improvement and/or enhancement fees as called for in chapter 15.82 of the Bakersfield Municipal Code as a condition to the further issuance of building permits for residential dwelling units within the Zone of Benefit. In addition to the foregoing, if SUBDIVIDER defaults on its obligation to commence construction of the Park by the Park Commencement Date or to complete construction of the Park by the Park Completion Date, then, in addition to CITY's other rights and remedies under this Agreement, SUBDIVIDER shall, upon SUBDIVIDER's receipt of CITY's written notice of such default and demand for dedication, dedicate the Park property to the CITY for use as a public park site.

**8. Satisfaction of Park Dedication and Park Development, Improvement and Enhancement Requirements.** SUBDIVIDER's completion of the Park Improvements and dedication of the Park, as contemplated in this Agreement shall satisfy all park dedication, development, improvement and enhancement requirements for the full build-out of the Zone of Benefit, including all requirements under chapters 15.80 and 15.82 of the Bakersfield Municipal Code, all requirements under section 9.1 of the Specific Plan, including implementation measures P-1 through P-6, inclusive, thereof, and any conditions of approval requiring park dedication, development, improvement and/or enhancement. Accordingly, except as specified to the contrary in Section 7 above, development within the Zone of Benefit shall be exempt from the provisions of chapter 15.80 of the Bakersfield Municipal Code pursuant to the provisions of Section 15.80.190.D thereof, and shall be exempt from the provisions of chapter 15.82 of the Bakersfield Municipal Code pursuant to the provisions of Section 15.82.070.B thereof.

**9. No CITY Liability.** CITY shall have no liability for failure to collect any park development, improvement and/or enhancement fees specified herein and cannot and does not pledge itself that such moneys will be collected. SUBDIVIDER acknowledges and agrees that except as specified to the contrary in Section 7 above, CITY will not collect park development, improvement and/or

enhancement fees from the Zone of Benefit, and accordingly no such fees will be available to reimburse SUBDIVIDER for or in connection with the development of the Park. SUBDIVIDER shall deposit with the CITY Park Development Deposits, and CITY shall refund to SUBDIVIDER SUBDIVIDER's Park Square Deposit and the Park Development Deposits, as more particularly set forth in Part II, Section 6 above.

**Section 3.** Part V, Section 17.1 of Agreement No. 15-070 is hereby amended to read as follows:

**17.1** This Agreement shall be secured by good and sufficient security, which shall be filed with the CITY prior to commencement of construction. Such improvement security shall consist of security set forth in Bakersfield Municipal Code Chapter 16.32. Any corporate surety bond issued pursuant to Bakersfield Municipal Code Section 16.32.020-3 shall substantially conform to the form set forth in Section 66499.1 of the Map Act or any successor statute. The Engineer's Bond Estimate which is attached hereto as Exhibit "E" and incorporated as though fully set forth herein reflects the estimated cost of the various features of the Park Improvements as of March 25, 2015. At or before SUBDIVIDER's commencement of construction of the Park, SUBDIVIDER shall deliver to CITY, for CITY's approval, an updated Engineer's Bond Estimate which reflects the estimated cost of the various features of the Park Improvements as of such time, and such updated Engineer's Bond Estimate approved by the CITY shall be used, if applicable, as the basis for the reduction of security in connection with the CITY acceptance of Park Improvements, and, if applicable, for the refund of Park Development Deposits to SUBDIVIDER as contemplated in clause (iii) of Section 6.2.2.2 above. In the event SUBDIVIDER elects to construct subsequent improvements for the Park then, following CITY's approval of such subsequent improvements, and at or before SUBDIVIDER's commencement of construction of such subsequent improvements, SUBDIVIDER shall deliver to CITY, for CITY's approval, an Engineer's Bond Estimate for such subsequent improvements which shall be used, if applicable, as the basis for the reduction of security in connection with the CITY acceptance of such supplemental improvements, and, if applicable, for the refund of Park Development Deposits to SUBDIVIDER as contemplated in clause (iii) of Section 6.2.2 above.

**Section 4.** Part V, Section 34 of Agreement No. 15-070 is hereby amended to read as follows:

**34. ASSIGNMENT.** This Agreement shall not be assigned by any party, or any party substituted, without prior written consent of all parties, provided, however, that SUBDIVIDER shall have the right to assign SUBDIVIDER's rights and delegate SUBDIVIDER's obligations under this Agreement to Bolthouse Properties, LLC, a California limited liability company or Bolthouse Development Company, LLC, a California limited liability company (in either case, "BOLTHOUSE"), effective upon SUBDIVIDER's or BOLTHOUSE's delivery to CITY of written notice of such assignment and delegation, together with a fully executed original of an assignment and assumption agreement duly signed by both SUBDIVIDER and BOLTHOUSE by which SUBDIVIDER assigns to BOLTHOUSE its rights and delegates its obligations under this Agreement, and BOLTHOUSE accepts and assumes such rights and obligations.

**Section 4.** Except as amended herein, all other provisions of Agreement No. 15-070 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. 15-070 to be executed the day and year first above written.

"CITY"

"SUBDIVIDER"

**CITY OF BAKERSFIELD**

**SIERRA OAKS PARTNERS LLC,**


By: 

**HARVEY L. HALL**  
Mayor

By: 

**JEFF EITREIM**  
Senior Projects Manager

**APPROVED AS TO CONTENT:**  
**RECREATION AND PARKS DEPARTMENT**

By: 

**DIANNE HOOVER**  
Recreation and Parks Director

**APPROVED AS TO FORM:**  
**VIRGINIA GENNARO**  
City Attorney

By: 

**RICHARD IGER**  
Deputy City Attorney

**COUNTERSIGNED:**

By: 

**NELSON SMITH**  
Finance Director

Rl:lsc



# ADMINISTRATIVE REPORT

**MEETING DATE:** 9/25/2019

Consent – Successor Agency Business z.

**TO:** Honorable Mayor and City Council

**FROM:** Randy McKeegan, Finance Director

**DATE:** 9/13/2019

**WARD:**

**SUBJECT:** Receive and file Successor Agency payments from August 30, 2019, to September 12, 2019, in the amount of \$4,710.00.

---

## 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 #696395 to U S Bank Trust NA for \$3,960.00 is a payment on Tax Allocation Bonds, Series 2009A & B. Payment approved as ROPS 19-20, line item #3.

Check #696395 to U S Bank Trust NA for \$750.00 is payment of administration fees for the HUD Section 108 Loan Guarantee program. Payment approved as ROPS 19-20, line item #3.

## ATTACHMENTS:

Description	Type
1- Check Register Admin SA Payments 09-25-2019	Backup Material



9/12/2019

AP - CHECK REGISTER - SUCCESSOR AGENCY  
FROM

PAGE 1

8/30/2019 TO 9/12/2019

Check Number	Vendor Number	Vendor Name	Check Date	Check Total
696395	13216	U S BANK TRUST NA	Sep 12, 2019	\$4,710.00
1				<u>\$4,710.00</u>
Number	Number	Vendor Name	E-Payable Date	Amount
				0.00
0				<u>\$0.00</u>
<b>Disbursement Total</b>				
1				<u><u>\$4,710.00</u></u>



# ADMINISTRATIVE REPORT

**MEETING DATE:** 9/25/2019

Public Safety/Vital Service Measure aa.

**TO:** Honorable Mayor and City Council  
**FROM:** Randy McKeegan, Finance Director  
**DATE:** 9/16/2019  
**WARD:** Ward 2  
**SUBJECT:** Agreement with Asela Environmental Inc., doing business as Alert Disaster Restoration(ADR), (\$90,740) for daily biohazard cleanup services in Downtown and Old Town Kern neighborhoods of Bakersfield.

## STAFF RECOMMENDATION:

Staff recommends approval of the agreement.

## BACKGROUND:

On September 11, 2019, the City Council unanimously voted to pursue the immediate addition of private cleaning services to the most impacted areas of the Downtown area of the City. The Council also directed Staff to return with a contract for services at the next available City Council hearing.

Therefore, an expedited Request for Qualifications/Proposals was issued with a 48-hour response window. Interested contractors must possess a valid certification/license from the Environmental Services Branch of California Department of Public Health (CDPH) with regards to the California Medical Waste Management Program (MWMP) as well as provide evidence of extensive experience for comparable facilities to satisfy the services requested. Contract services are based on 4 hours per day/5 days per week (6:30 a.m. to 10:30 a.m.) Monday through Friday. This three-month pilot program of the Downtown and Old Town Kern neighborhoods may be extended for two three-month periods at the City's option and under mutually agreeable terms.

ADR's responses were received in response to the solicitation. Staff has verified the qualifications/proposals and has determined that ADR can best provide the services for the initial three month contract period in an amount not to exceed \$90,740.

Summary of all bids for three month pilot program received by the established deadline is below:

<u>BIDDER</u>	<u>TOTAL BID AMOUNT</u>
---------------	-----------------------------

Asela Environmental Inc. (DBA Alert Disaster Restoration)	<b>\$90,740</b>
ServiceMaster at Bakersfield	\$110,500

Funds are available in the Public Safety and Vital Services Fund for this contract. Staff recommends approval of Agreement with ADR in the amount of \$90,740 for contract services to begin on or after September 30, 2019.

**ATTACHMENTS:**

Description	Type
▣ Blue Memo	Cover Memo
▣ Alesa/ADR Agreement	Agreement



**CITY CLERK'S OFFICE  
MEMORANDUM**

September 25, 2019

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**  
**FROM: JULIE DRIMAKIS, CITY CLERK**  
**SUBJECT: COUNCIL MEETING SEPTEMBER 25, 2019**  
**AGENDA CONSENT CALENDAR ITEM 8.aa**

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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. \_\_\_\_\_

## 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 **ASELA ENVIRONMENTAL, INC.** ("CONTRACTOR").

### RECITALS

**WHEREAS**, CONTRACTOR represents that CONTRACTOR is experienced, well qualified and a specialist in the field of biohazard cleanup 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: weekly biohazard cleanup (4 hrs.), 5 days per week for three-month pilot program in accordance with the request for proposal ("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"): to be paid on a weekly or regular basis in accordance with 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 **NINETY THOUSAND SEVEN HUNDRED FORTY DOLLARS (\$90,740)** for performing the Scope of Work.

3. **TERM.** Unless terminated sooner, as set forth herein, this Agreement shall terminate three months from the effective date.
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 licenses 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 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 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:** **AELA ENVIRONMENTAL, INC.**  
**P O Box 20729**  
**Bakersfield, CA 93390**  
**661-396-7908**

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 **26-1877865**

CONTRACTOR is a corporation? Yes Y 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"  
CITY OF BAKERSFIELD

"CONTRACTOR"  
ASELA ENVIRONMENTAL, INC.

By: \_\_\_\_\_  
KAREN GOH  
Mayor

By: Debra M. Watkins  
Print Name: Debra M. Watkins  
Title: President

APPROVED AS TO FORM:  
VIRGINIA GENNARO  
City Attorney

By: [Signature]  
JOSHUA H RUDNICK  
Deputy City Attorney

Insurance: [Signature]

APPROVED AS TO CONTENT:  
FINANCE DEPARTMENT

By: [Signature]  
TERA LOVELESS  
Assistant Finance Director

COUNTERSIGNED:

By: \_\_\_\_\_  
RANDY MCKEEGAN  
Finance Director

Attachment:      Exhibit \_\_\_\_\_

# EXHIBIT A

## PROPOSAL FORM

TO BE COMPLETED BY OFFEROR AND INCLUDED IN PROPOSAL

TO: CITY OF BAKERSFIELD  
RE: DAILY BIOHAZARD CLEANUP IN DOWNTOWN AND OLD TOWN KERN

Term of Contract: The Agreement shall be in place for three months from the effective date of the Agreement. The Agreement may be extended in accordance with the provisions of the invitation to Bid for two (2) additional three-month periods.

Having carefully examined the Request for Proposal, attachments and related documents, the undersigned proposed and agrees to provide to the City of Bakersfield in accordance with RFP&Q and sample Contract for Daily Biohazard Cleanup in Downtown and Old Town Kern neighborhoods of Bakersfield, Contractor submits the following proposal:

Base Bid

Weekly Biohazard Cleanup (4hrs) **\$1396.00** X 5 Days X 12 Weeks  
= **\$83,760.00** 3-month term  
(\$6,980 per week/ 13 week pilot = \$90,740)

Note: The bidder shall submit prices for the Base Bid. The criteria set forth in **Section V. Selection of Contractor** of this document shall be used to determine the award of the contract.

Asela Environmental, Inc DBA: Alert Disaster Restoration

Name of Firm or Corporation

Debra M. Watkins  
Signature of Offeror's Authorized Representative

Debra M. Watkins, President

Name & Title of Authorized Representative

AGREEMENT NO. \_\_\_\_\_

## INDEPENDENT CONTRACTOR'S AGREEMENT

[Over \$40,000]

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### RECITALS

**WHEREAS**, CONTRACTOR represents that CONTRACTOR is experienced, well qualified and a specialist in the field of biohazard cleanup 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: weekly biohazard cleanup (4 hrs.), 5 days per week for three-month pilot program in accordance with the request for proposal ("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.
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**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;

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By executing this Agreement, CONTRACTOR is submitting the certification required above.

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- 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.
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**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 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: ASELA ENVIRONMENTAL, INC.  
P O Box 20729  
Bakersfield, CA 93390  
661-396-7908**

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 **26-1877865**

CONTRACTOR is a corporation? Yes Y 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"  
**CITY OF BAKERSFIELD**

"CONTRACTOR"  
**ASELA ENVIRONMENTAL, INC.**

By: \_\_\_\_\_  
**KAREN GOH**  
Mayor

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:  
**VIRGINIA GENNARO**  
City Attorney

By: \_\_\_\_\_  
**JOSHUA H RUDNICK**  
Deputy City Attorney

Insurance: \_\_\_\_\_

APPROVED AS TO CONTENT:  
**FINANCE DEPARTMENT**

By: \_\_\_\_\_  
**TERA LOVELESS**  
Assistant Finance Director

COUNTERSIGNED:

By: \_\_\_\_\_  
**RANDY MCKEEGAN**  
Finance Director

Attachment:      Exhibit \_\_\_\_



# ADMINISTRATIVE REPORT

**MEETING DATE:** 9/25/2019

Public Safety/Vital Service Measure ab.

**TO:** Honorable Mayor and City Council

**FROM:** Lyle D Martin, Chief of Police

**DATE:** 9/17/2019

**WARD:**

**SUBJECT:** Agreement with Trans-West Security Services, Inc. to provide high visibility security presence and patrols, as directed by the Bakersfield Police Department, throughout the City of Bakersfield most impacted by recent increases in property crimes and quality of life issues (not to exceed \$86,856.32).

---

## STAFF RECOMMENDATION:

Staff recommends approval of this agreement.

## BACKGROUND:

On September 11, 2019 the City Council unanimously voted to pursue the immediate addition of private security services to the areas of the City most impacted by recent increases in crime. The Council also directed Staff to return with a contract for services at the next available City Council hearing.

### Request for Proposals

An expedited Request for Proposals was issued on September 13, 2019, with a 48-hour response window. The RFP requested bids to provide the following services:

Services: Over a 90-Day Pilot Program period, the selected vendor to provide the following:

- Provide up to four uniformed officers with vehicles per day, up to 8 hour per day / per officer, up to seven days per week.
- Perform both general security patrols and location specific patrols as directed by the Bakersfield Police Department (BPD).
- Monitor and report any type of illegal activity to the proper authorities.
- Provide a **daily activity report** ("report") which includes but not limited to; location, arrival time, departure time, activities or events that occurred, and any other pertinent information to the City. The report shall be submitted to designated Bakersfield Police Department staff **no later than 48 (forty-eight) hours** from the end of a daily shift.
- Notify the Bakersfield Police Department Communications Center **as soon as possible**, in the event activities require an urgent response.
- Utilize a Global Positioning System (GPS) and/or GEO fencing capabilities to assist with management of the project, reporting and ensure the effectiveness of the patrols.

Experience: Contractor and its patrol officer employees/sub-contractors shall possess a valid Private Patrol Operators License through the State of California Department of Consumer Affairs of Security and Investigations Services. Contractor team must include a Qualified Manager, as defined by Department of Consumer Affairs Bureau of Security and Investigations Services, with substantial experience and background in security guard and patrol services.

Term: The proposed agreement will facilitate a 90-Day Pilot Program, with the option for two (2) 90-day extensions at the City Council's discretion. Staff will update the City Council on the program's progress during the 90-Day period, and seek the Council's direction for continuing contracted security services.

## **Proposals Received**

The City received responses from three vendors. The three proposals below were calculated in aggregate (90 days of service, including holidays, and fuel costs):

M & S Security Services, Inc.	\$ 84,960.00
Trans-West Security Services, Inc.	\$ 86,856.32
Allied Universal Security Services	\$ 132,707.84

## **Recommendation**

Staff from the BPD reviewed each proposal, checked references and had direct conversations with all the vendors who submitted a proposal. Based on the responsiveness, positive references, and the reporting capabilities presented, the BPD recommends the proposal from Trans-West Security Services, Inc. as the contractor to best suit the current needs of the City.

Funds are available in the Public Safety and Vital Services Fund for this contract.

## **ATTACHMENTS:**

Description	Type
▣ Agreement	Agreement

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 **TRANS-WEST SECURITY SERVICES, INC.** ("CONTRACTOR").

### RECITALS

**WHEREAS**, on September 11, 2019 the City Council unanimously voted to pursue the immediate addition of private security services to the areas of the City most impacted by recent increases in crime, and directed Staff to return with a contract for services at the next available City Council meeting; and

**WHEREAS**, a Request For Proposal was issued on September 13, 2019, with a 48 hour response window to provide high-visibility patrol services through the City of Bakersfield; and

**WHEREAS**, CONTRACTOR represents that CONTRACTOR is experienced, well qualified and a specialist in the field of Security Guard and Patrol Services; and

**WHEREAS**, the CITY desires to employ CONTRACTOR to provide Security Patrol Services to conduct a pilot project to patrol areas of the City most impacted by recent increases in crime.

**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:

- Provide up to four uniformed officers with vehicles per day, up to 8 hour per day / per officer, up to seven days per week.
- Perform both general security patrols and location specific patrols as directed by the Bakersfield Police Department.
- Monitor and report any type of illegal activity to the proper authorities.
- Provide a **daily activity report** ("report") which includes but not limited to; location, arrival time, departure time, activities or events that occurred, and any other pertinent information to the City. The report shall be submitted to designated Bakersfield Police Department staff **no later than 48 (forty-eight) hours** from the end of a daily shift.

- Notify the Bakersfield Police Department Communications Center **as soon as possible**, in the event activities require an urgent response.
- Utilize patrol GPS tracking and/or GEO fencing capabilities to assist with management of the project and ensure the effectiveness of the patrols.

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 CONTRACTOR shall provide all labor, materials, training, and equipment to perform work during the contract period, as specified herein.

2. **COMPENSATION/PAYMENT PROCEDURE.** Subject to the conditions of this section, CITY will pay CONTRACTOR as follows for performing the Scope of Work ("Compensation"):

On an hourly basis at the rate of \$29.89 per hour worked for regular hours, and \$41.97 per hour worked for overtime and holiday hours. Fuel costs are included in the rates above.

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 \$86,856.32 for performing the Scope of Work.

3. **TERM.** Unless terminated sooner, as set forth herein, this Agreement shall terminate 90 days from the first day that services are rendered. The agreement may be extended for two (2) additional 90 day periods, upon the City's discretion and pending approval from the City Council.
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

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. CONTRACTOR and all employees or sub-contractors, shall possess a valid Private Patrol

Operators License through the State of California Department of Consumer Affairs Bureau of Security and Investigations throughout the term of this agreement.

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 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 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: TRANS-WEST SECURITY SERVICES, INC.  
ATTN: BROOKE ANTONIONI  
8503 CRIPPEN STREET  
BAKERSFIELD, CA 93311**

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.**

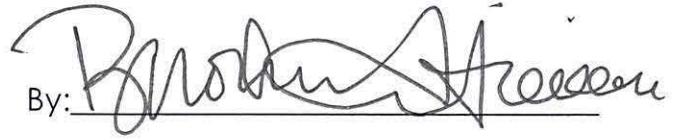
CONTRACTOR's Federal Tax ID Number 95-3800030  
CONTRACTOR is a corporation? Yes x No

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the date first written above.

"CITY"  
**CITY OF BAKERSFIELD**

"CONTRACTOR"

By: \_\_\_\_\_  
**KAREN GOH**  
Mayor

By:  \_\_\_\_\_

Print Name: BROOKE ANTONIONI

Title: PRESIDENT

APPROVED AS TO FORM:  
**VIRGINIA GENARO**  
City Attorney

By: \_\_\_\_\_  
**VIRIDIANA GALLARDO-KING**  
Deputy City Attorney

Insurance: \_\_\_\_\_

APPROVED AS TO CONTENT:

Police Department

By:  \_\_\_\_\_  
**LYLE D. MARTIN**  
Chief of Police

COUNTERSIGNED:

By: \_\_\_\_\_  
**RANDY MCKEEGAN**  
Finance Director



# ADMINISTRATIVE REPORT

**MEETING DATE:** 9/25/2019

Public Safety/Vital Services Measures ac.

**TO:** Honorable Mayor and City Council

**FROM:** Jacqui Kitchen, Assistant City Manager

**DATE:** 9/16/2019

**WARD:**

**SUBJECT:** Approve the Memorandum of Understanding to establish and provide partial funding for a new non-profit entity, the Bakersfield-Kern Regional Homeless Collaborative, Inc. ("BKRHC") and appropriate \$155,000 Public Services Vital Safety Measure Funds

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## STAFF RECOMMENDATION:

Staff recommends appropriation of funds and approval of the Memorandum of Understanding.

## BACKGROUND:

The existing Kern County Homeless Collaborative includes dedicated members from a variety of organizations including non-profits, faith-based, governments, and more. The collaborative acts as the "continuum of care" with a mission to get homeless individuals off the street, connect them to resources, and create a path to permanent housing.

The effort is currently funded by an annual Federal Grant used to support housing vouchers, supportive services and case management. A small portion of the grant is set aside for administration allowing the Collaborative to be managed by the United Way and through the volunteer efforts of the members. However, homeless issues have grown in complexity and past funding levels have become insufficient.

Therefore, in 2019, the City of Bakersfield, Kern County and other services providers recognized the need for additional administrative support for the Homeless Collaborative. The City and County each pledged \$155,000 to support on-going funding for full-time staff, creation of an Executive Board and creation of a Non-Profit.

In July 2019, the existing Governing Board voted to support the restructure in an effort to strengthen ongoing efforts within the community. These actions will improve coordination of City, County, and non-profit resources by facilitating the hiring professional staff who will help the Collaborative expand, coordinate, and implement resources to address homelessness.

On September 11, 2019, the City Council directed Staff to return to Council with a

Memorandum of Understanding with Kern County and a budget appropriation (\$155,000) to support the new staff for the Collaborative.

Staff has been participating in a "working group" to help structure the MOU, bylaws and other necessary steps to establish a new non-profit entity, the Bakersfield-Kern Regional Homeless Collaborative, Inc. ("BKRHC"), that can enhance funding, and improve the coordination of homeless mitigation efforts.

The purpose of the BKRHC is to provide financial assistance, services, and other coordinated efforts to end homelessness in Bakersfield and Kern County's communities, and to provide information pertaining to homelessness, housing, employment, training, counseling, treatment and other support services to homeless persons.

The attached MOU is intended to facilitate a cooperative and ongoing working relationship to restructure the Kern County Homeless Collaborative and form the BKRHC that will serve as a regionally-focused homelessness assistance coordination and related services organization to improve homeless mitigation efforts.

**ATTACHMENTS:**

Description		Type
▣	Blue Memo	Cover Memo
▣	MOU Bakersfield Kern Regional Homless Collaborative	Agreement



**MEMORANDUM**  
**CITY ATTORNEY**

September 23, 2019

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:** JOSHUA H. RUDNICK, DEPUTY CITY ATTORNEY - *JHR*

**SUBJECT:** Consent  
Agenda Item No. 8.ac

---

A revised Exhibit A is attached to the Memorandum of Understanding with Kern County.

JHR:vlg  
Attachment  
cc: Alan Tandy, City Manager

S:\COUNCIL\MEMOS\19-20\9-23-19.MOU.memodocx



## **EXHIBIT A - BKRHC AGENCY MEMBERS**

Alliance Against Family Violence and Sexual Assault

Bakersfield College

Bakersfield Homeless Center

California Veterans Assistance Foundation

CASA Esperanza Transitional Home for Women

Catholic Charities

Clinica Sierra Vista

Community Action Partnership

Flood Bakersfield Ministries

Golden Empire Transit

Greater Bakersfield Legal Assistance, Inc.

Housing Authority of the County of Kern

Income Property Association of Kern

Independent Living Center of Kern County

Kern Around the Clock Foundation

Kern County Aging and Adult Services

Kern County Behavioral Health and Recovery Services

Kern County Department of Human Services

Kern County Superintendent of Schools

Kern Hospital Authority (Kern Medical)

Kern Health Systems

Kern County Network for Children

Mental Health Systems

Ravi and Naina Patel Foundation

Saint Vincent De Paul

The Mission at Kern County

Turning Point of Central California

United Way of Kern County

Women's Center-High Desert, Inc.

AGREEMENT NO. \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING FORMING THE BAKERSFIELD-KERN REGIONAL  
HOMELESS COLLABORATIVE**

**THIS MEMORANDUM OF UNDERSTANDING** ("MOU") is made and entered into on \_\_\_\_\_, by and between the **CITY OF BAKERSFIELD**, a municipal corporation, ("CITY" herein), and the **COUNTY OF KERN** ("COUNTY" herein), each a "Party" and collectively the "Parties."

**WHEREAS**, homelessness in Bakersfield and throughout the County of Kern is at a critical level; and

**WHEREAS**, currently the Kern County Homeless Collaborative consists of various public agencies, private organizations and non-profit organizations working together to mitigate homelessness; and

**WHEREAS**, the Parties desire to create a new non-profit entity, the Bakersfield-Kern Regional Homeless Collaborative, Inc. ("BKRHC"), that can enhance funding, and improve the coordination of homeless mitigation efforts; and

**WHEREAS**, the purpose of the BKRHC is to provide financial assistance, services, and other coordinated efforts to end homelessness in Bakersfield and Kern County's communities, and to provide information pertaining to homelessness, housing, employment, training, counseling, treatment and other support services to homeless persons; and

**WHEREAS**, the Parties will continue to work collaboratively with other interested agencies to address homelessness and fund programs designed to eliminate homelessness in Bakersfield and throughout Kern County.

**NOW, THEREFORE**, incorporating the above recitals herein and exhibits attached, it is mutually understood and agreed as follows:

**1. PURPOSE.** This MOU is entered into by and between the Parties to facilitate a cooperative and ongoing working relationship to restructure the Kern County Homeless Collaborative and form the BKRHC that will serve as a regionally-focused homelessness assistance coordination and related services organization to improve homeless mitigation efforts.

**2. BAKERSFIELD-KERN REGIONAL HOMELESS COLLABORATIVE.** The Parties hereby establish the Bakersfield-Kern Regional Homeless Collaborative, Inc. ("BKRHC") to serve as a regionally-focused homelessness assistance coordination and related services non-profit organization as a Continuum of Care ("CoC") entity under the federal HEARTH Act, which authorizes assistance administered by the United States Department of Housing and Urban Development ("HUD") to prevent and end homelessness. In addition to the CITY and COUNTY, the following agencies are members of the BKRHC as set forth in **Exhibit "A."**

**3. ADDITIONAL AGENCIES.** Additional agencies may join the BKRHC upon the mutual consent of all Parties. The additional agencies will be added to **Exhibit "A,"** as amended from time to time.

**4. POWERS.**

**4.1** In addition to any other action available to develop and implement programs to prevent and end homelessness, the BKRHC may perform the following functions:

**4.1.1** Adopt standards for measuring, monitoring and reporting homelessness.

**4.1.2** Develop and implement policies designed to reduce or eliminate homelessness within the CITY and COUNTY.

**4.1.3** Develop and implement best management practices for addressing homelessness.

**5. DECISION MAKING PROCESS.**

**5.1** It is the intent of the Parties that all actions undertaken by the BKRHC are done in accordance with the Bylaws of the BKRHC.

**5.2** In the event of an impasse or disagreement, the Parties shall use their best efforts to find a mutually agreeable result. To this effect, the Parties shall consult and negotiate with each other in good faith in an attempt to reach a solution that is mutually satisfactory.

**6. ROLES AND RESPONSIBILITIES OF THE PARTIES.**

**6.1** The Parties will work jointly to fulfill the Purpose of this MOU, and

the development and implementation of the BKRHC.

**6.2** The Parties will meet regularly to discuss BKRHC development and implementation activities, assignments, and ongoing work progress.

**6.3** The Parties may form committees as necessary from time to time to discuss issues that impact the BKRHC.

**6.4** The CITY and COUNTY are jointly responsible for forming the BKRHC.

**7. FUNDING.**

**7.1** Unless agreed to otherwise, each Party's participation in this MOU is at its sole cost and expense.

**7.2** The Parties are separately responsible for funding a portion of the BKRHC on an annual basis as part of each Party's budget process. Each Party agrees to initially fund the BKRHC in an amount not to exceed \$155,000 for the first year; however, subsequent years are to be adjusted based on actual cost increase or decrease of BKRHC staff, services and supplies but not to exceed a 10% increase over each year's prior contribution. The Parties agree to an equal share of funding for the BKRHC during the term of this MOU.

**8. TERM.** This MOU shall remain in effect for a term of five years and terminate on September 26, 2024 unless terminated earlier by the mutual consent of the Parties upon 60 days written notice. This MOU may be extended for an additional five-year time period at the Parties' option and upon mutual written consent of the Parties.

**9. AMENDING THE MOU.** This MOU and Exhibits hereto may only be amended by a subsequent writing, approved and signed by all Parties.

**10. HOLD HARMLESS.** No Party, nor any officer or employee of a Party, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by another Party under or in connection with this MOU.

[Signatures on Following Page]

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the date first written above.

APPROVED AS TO CONTENT:  
**CITY OF BAKERSFIELD**

By: \_\_\_\_\_  
**KAREN GOH**  
Mayor

**CITY MANAGER'S OFFICE**

By: \_\_\_\_\_  
**ALAN TANDY**  
City Manager

APPROVED AS TO FORM:  
**VIRGINIA GENNARO**  
City Attorney

By: \_\_\_\_\_  
**JOSHUA H. RUDNICK**  
Deputy City Attorney

APPROVED AS TO CONTENT:  
**COUNTY OF KERN**

By: \_\_\_\_\_  
**DAVID COUCH**  
Chairman, Board of Supervisors

**COUNTY ADMINISTRATIVE OFFICE**

By: \_\_\_\_\_  
**RYAN ALSOP**  
County Administrative Officer

APPROVED AS TO FORM:  
**OFFICE OF COUNTY COUNSEL**

By: \_\_\_\_\_  
**GURUJODHA KHALSA**  
Chief Deputy County Counsel

COUNTERSIGNED:

By: \_\_\_\_\_  
**RANDY MCKEEGAN**  
Finance Director

JHR:pd

## **EXHIBIT A - BKRHC AGENCY MEMBERS**

Alliance Against Family Violence and Sexual Assault  
Bakersfield College  
Bakersfield Homeless Center  
California Veterans Assistance Foundation  
CASA Esperanza Transitional Home for Women  
Catholic Charities  
Clinica Sierra Vista  
Community Action Partnership  
Flood Bakersfield Ministries  
Golden Empire Transit  
Greater Bakersfield Legal Assistance, Inc.  
Housing Authority of the County of Kern  
Income Property Association of Kern  
Independent Living Center of Kern County  
Kern Around the Clock Foundation  
Kern County Aging and Adult Services  
Kern County Behavioral Health and Recovery Services  
Kern County Department of Human Services  
Kern County Superintendent of Schools  
Kern Hospital Authority (Kern Medical)  
Kern Health Systems  
Kern County Network for Children  
Mental Health Systems  
Ravi and Naina Patel Foundation  
Saint Vincent De Paul  
Stewards Inc.  
The Mission at Kern County  
Turning Point of Central California  
United Way of Kern County  
Women's Center-High Desert, Inc.



# ADMINISTRATIVE REPORT

**MEETING DATE:** 9/25/2019

Public Safety/Vital Service Measure ad.

**TO:** Honorable Mayor and City Council  
**FROM:** Anthony Galagaza, Fire Chief  
**DATE:** 8/8/2019  
**WARD:** Ward(s) 1, 2, 3, 5, 6  
**SUBJECT:** Fire Vehicle Exhaust Extraction Systems:

1. Resolution determining the upgrade of the Plymovent system to eliminate exhaust emissions from fire stations, cannot be reasonably obtained through the usual bidding procedures and authorizing the Finance Director to dispense with bidding, not to exceed the budgeted amount of \$72,600.
2. Agreement with Air Exchange (not to exceed \$72,600) for the conversion and servicing of the Plymovent fire systems.

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## STAFF RECOMMENDATION:

Staff recommends adoption of resolution.

## BACKGROUND:

The Bakersfield Fire Department (BFD) currently utilizes a Plymovent system that is over 15 years old. The Plymovent system is designed to eliminate fire vehicle exhaust emissions from fire stations through a capture and removal process. This system promotes a healthy and safe working environment by reducing firefighter exposure to gases and particulates.

Since the current system was installed, technology has improved, and consequently many of the replacement parts for the current system have been discontinued and are no longer available. The BFD Maintenance Division has been purchasing reconditioned or used parts to keep the current system operable, but as these parts become increasingly scarce, the system out of service or down time will dramatically increase.

Due to the proprietary nature of the Plymovent system and the need to eliminate fire vehicle exhaust emissions in fire stations, staff is recommending adoption of the resolution to dispense with bidding on the upgrade of the exhaust system and authorizing the conversion of the Plymovent system from the sole supplier, Air Exchange, Inc., on a continuing basis in amounts meeting City's requirements, not to exceed \$72,600.

Compressed air leaks account for approximately 50 percent of the mechanical breakdowns within the current system. However the newer technology has eliminated the air compressor component that the current system requires. By upgrading to the new system, out of service time will be significantly reduced. Furthermore, the new system utilizes technology that allows full compatibility with all vehicle types and exhaust systems, eliminating the need for custom tools or specialized equipment.

The Bakersfield Fire Department has a total of 22 Plymovent systems with an estimated cost of \$3,300 each to upgrade. The Plymovent systems to be upgraded are located at various stations including Fire Stations 1, 2, 3, 4, 6, 7, 8, 9, 10, 11 and 14.

Sufficient funds are budgeted for the Plymovent conversion in the Public Safety and Vital Services Capital Improvement fund. This project was reviewed and recommended by the Citizens Oversight Committee and approved by the City Council as part of the Fiscal Year 2019-20 adopted budget. The project aligns with priority 8 of the PSVS Measure: Maintaining a fully staffed and equipped class II rated fire department.

**ATTACHMENTS:**

Description		Type
<input type="checkbox"/>	Resolution	Resolution
<input type="checkbox"/>	Agreement	Agreement



RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION DETERMINING THAT CONVERSIONS OF VEHICLE EXHAUST EXTRACTION SYSTEMS AT ELEVEN (11) FIRE STATIONS FROM PLYMOVENT PNEUMATIC TO PLYMOVENT MAGNETIC, CANNOT BE REASONABLY OBTAINED THROUGH THE USUAL BIDDING PROCEDURES AND AUTHORIZING THE FINANCE DIRECTOR TO DISPENSE WITH BIDDING THEREFOR, FOR A PERIOD OF ONE YEAR NOT TO EXCEED \$72,600.**

**WHEREAS**, hazardous vehicle exhaust emissions in a fire station are a significant health risk; and

**WHEREAS**, the Bakersfield Fire Department (BFD) uses Plymovent code compliant vehicle exhaust capture and removal systems on its vehicles within the fire apparatus bays to eliminate this hazard; and

**WHEREAS**, the Plymovent Grabber® connects to the tail pipe, capturing and eliminating virtually all exhaust fumes; and

**WHEREAS**, the BFD utilizes a Plymovent system that is over fifteen (15) years old, and replacement parts have been discontinued, reconditioned, and are becoming scarce; and

**WHEREAS**, the City desires to convert its existing Plymovent Pneumatic Grabber® vehicle exhaust extraction systems to new Plymovent Magnetic Grabber® vehicle exhaust extraction systems for more efficient and effective use and easier installation; and

**WHEREAS**, Air Exchange is the only Plymovent dealer in California that has the exclusive rights to sell, install and service Plymovent vehicle exhaust extraction systems; and

**WHEREAS**, the Fire Chief has determined and has recommended the Council find, that Air Exchange is the exclusive dealer of Plymovent vehicle exhaust extraction systems in California and can only be reasonably obtained from one vendor, Air Exchange, because of sole distributorship and has recommended that this Council authorize dispensing 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. The Council hereby finds that the purchase of Plymovent vehicle exhaust extraction systems, can only be reasonably obtained from one vendor, Air Exchange, for the reasons set forth above. The Finance Director is authorized to dispense with bidding therefore in accordance with Section 3.20.060 of the Bakersfield Municipal Code and to negotiate the purchase of same on a continuing basis, not to exceed \$75,000 for a period of one year.

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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

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 **AIR EXCHANGE, INC.** ("CONTRACTOR").

### RECITALS

**WHEREAS**, CONTRACTOR represents that CONTRACTOR is experienced, well qualified and a specialist in the field of installing and servicing Plymovent fire products.

**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: Conversions to the air cleaning systems at Fire Stations # 1, 2, 3, 4, 6, 7, 8, 9, 10, 11, & 14 from Plymovent pneumatic to magnetic including conical adapters, reducers where needed & magnetic nozzles, new safety disconnects, new lower 2' high temp hoses, upgraded wireless auto start at each fire station, and four (4) stations receive new upper and/or mid-hose. Station #1 includes a new track and complete hose with magnetic nozzle for the USAR that is currently not connected to the system, as per **Exhibit A** which is attached 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"):

A total, payment of Seventy Two Thousand Five Hundred Eighty Seven Dollar and Ninety Cents (\$72,587.90), which shall be paid as follows: In an

aggregate payment not to exceed \$72,587.90 in accordance with the rates as shown on **Exhibit A**, which is attached hereto and incorporated by reference herein, and after the Scope of Work is completed to CITY's satisfaction.

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 \$72,587.90 for performing the Scope of Work.

3. **TERM.** Unless terminated sooner, as set forth herein, this Agreement shall terminate on September 1, 2020.
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 licenses 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 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 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  
BAKERSFIELD FIRE DEPARTMENT  
2101 H STREET  
BAKERSFIELD, CA 93301**

**CONTRACTOR:**                   **AIR EXCHANGE, INC.**  
   **1494-B EAST FRANCIS STREET**  
   **ONTARIO, CA 91761**

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 94-2818668  
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 date first written above.

"CITY"  
**CITY OF BAKERSFIELD**

"CONTRACTOR"  
**AIR EXCHANGE, INC.**

By: \_\_\_\_\_  
**KAREN GOH**  
Mayor

By: Glennnda Ramos

Print Name: Glennnda Ramos

Title: Assistant Corporate Secretary

APPROVED AS TO FORM:  
**VIRGINIA GENNARO**  
City Attorney

By: \_\_\_\_\_  
**JOSHUA H. RUDNICK**  
Deputy City Attorney

Insurance: \_\_\_\_\_

APPROVED AS TO CONTENT:  
**BAKERSFIELD FIRE DEPARTMENT**

By:   
**ANTHONY GALAGAZA**  
Fire Chief

COUNTERSIGNED:

By: \_\_\_\_\_  
**RANDY MCKEEGAN**  
Finance Director

Attachment:      Exhibit A

# AIR EXCHANGE, INC.

## The Clean Air Specialists

1494-B East Francis St  
Ontario, Ca. 91761

email: jcleary@airexchange.com

Phone: 909-720-7064  
Fax:

Proposal submitted to: **BAKERSFIELD FIRE DEPT.**

Phone 661-631-1359

Date 7.8.19

Street **BATTALION 2A**

Application Engineer **Jim Cleary**

City, State and Zip Code **BAKERSFIELD, CA.**

Job Location **STATIONS 1,2,3,4,6,7,8,9,10,11,14**

[wballard@ci.bakersfield.ca.us](mailto:wballard@ci.bakersfield.ca.us)

Customer Representative **WILLIAM BALLARD**

Title **B.C**

Fax:

Cell Phone: 661-496-0408

We hereby submit an estimate for our AIR CLEANING SYSTEM in accordance with the following:

- 21 CONVERSIONS FROM PLYMOVENT PNEUMATIC TO MAGNETIC INCLUDING CONICAL ADAPTERS, REDUCERS WHERE NEEDED & MAGNETIC NOZZLES, NEW SAFETY DISCONNECTS, NEW LOWER 2' HIGH TEMP HOSES, UPGRADED WIRELESS AUTO START AT EACH STATION, & FOUR (4) STATIONS RECEIVE NEW UPPER AND/OR MID HOSE.

STATION 1 INCLUDES A NEW TRACK & COMPLETE HOSE WITH MAG. NOZZLE FOR THE USAR THAT IS CURRENTLY NOT CONNECTED TO THE SYSTEM

Sales Tax based on current rates. Actual rates in effect at billing:

Material Subtotal: \$ 58,702.00

7.250% Sales Tax: \$ 4,255.90

### Exclusions and notes:

Electrical hook-up not included, unless noted

Roof Jack installation not included

Painting of any kind not included

Permit fees of any kind not included

Special drawings not included

Electrical Hookup: N/A

Tailpipe modification: ADAPTERS INC.

Lifts & other Expenses: N/A

Approximate Freight: \$ 1,000.00

Installation Labor: \$ 8,630.00

**TOTAL: \$ 72,587.90**

Delivery of system will be within 10 to 12 weeks of proposal acceptance.

Payment to be made as follows: NET 15 ON RECEIPT OF INVOICE AFTER SUCCESSFUL COMPLETION

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's compensation Insurance.

Authorized Signature: **Jim Cleary**

Note: This proposal may be with-drawn by us if not accepted within 45 days.

**ACCEPTANCE OF PROPOSAL and TERMS AND CONDITIONS.** (Pages 1 and 2, inclusively.) The above prices, specifications and Terms and Conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. By signing where indicated, you, as agent for the organization proposed, hereby authorized Air Exchange, Inc. to perform the work as specified on Page 1 of 2 of this proposal and agree and accept the Terms and Conditions (Page 2 of 2) of this proposal. Payment will be made as outlined above.

SIGNATURE: \_\_\_\_\_

DATE OF  
ACCEPTANCE: \_\_\_\_\_



495 Edison Court, Suite A, Fairfield, CA 94534

1494-B East Francis St., Ontario, CA 91761

P: (909) 923-7952 F: (909) 923-7941

DIR #1000011166

E: [jtc1@roadrunner.com](mailto:jtc1@roadrunner.com)

Jim Cleary [jtc1@roadrunner.com](mailto:jtc1@roadrunner.com) 909-720-7064

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7.8.19

BAKERSFIELD FIRE DEPT

William Ballard, Battalion Chief

[wballard@ci.bakersfield.ca.us](mailto:wballard@ci.bakersfield.ca.us)

CELL: 661-496-0408

**PROJECT OVERVIEW:**

**STATION 1:**

Station 1 has 3 SBT-21 systems and 1 VSRA system & 1 STRA

2 ea 5" Magnetic Grabber w 5" conical

1 ea 5" Magnetic Grabber w 7" conical

1 ea 15' upper hose

1 ea 10' Middle Hose

1 ea Wireless Receiver

1 ea Wireless Antenna

3 ea Wireless Transmitters

QUOTED For the USAR that backs in and pulls out at station 1.

Complete system including a complete magnetic drop. Upper hose metal saddle, middle hose and complete lower 5" magnetic Grabber & conical adapter, reducer and wireless transmitter.

**STATION 2:**

Station 2 has 2 SBT-21 systems

1 ea 5" Magnetic Grabber w 5" conical

1 ea 5" Magnetic Grabber w 7" conical

1 ea complete upper hose (upper and Middle, Metal Saddle)

1 ea Wireless Receiver

1 ea Wireless Antenna

2 ea Wireless Transmitters

**STATION 3:**

Station 3 has 1 SBT-21 system

1 ea 5" Magnetic Grabber w 5" conical (SBT)

1 ea Wireless Receiver

1 ea Wireless Antenna

1 ea Wireless Transmitters

**STATION 4:**

Station 4 has 2 SBT-21 systems

2 ea 5" Magnetic Grabber w 5" conical (SBT)

1 ea Gibson Conversion for Ford Patrol

1 Balancer to replace ACS Balancer

1 ea Wireless Receiver

1 ea Wireless Antenna

2 ea Wireless Transmitter

NOT QUOTED: (CAN QUOTE SEPARATELY) "OES" RIG @ STATION 4 HAS NO SYSTEM & IF INCLUDED IT WOULD NEED (1) STRA 50-2 (two crabs but one complete drop for OES) needs 5" Magnetic Grabber w 5" conical and transmitter.

**STATION 6:**

Station 6 has 2 STRA systems

2 ea 5" Magnetic Grabber w/ 5" conical for STR

1 ea Wireless Receiver

1 ea Wireless Antenna

2 ea Wireless Transmitter

There is a suburban here that would need a 2.5"-5" reducer if it was going to be hooked up or they must choose Magnetic grabber size for one drop

**STATION 7:**

Station 7 has 2 STRA systems

1 ea 5" Magnetic Grabber w/ 5" conical for STR

1 ea 5" Magnetic Grabber w/ 7" conical for STR

2 ea 4" dia upper hose (4')

2 ea 4" dia Middle hose (10') Jlm

1 ea Front Panel Membrane

1 ea Wireless Antenna

1 ea Wireless Receiver

2 ea Wireless Transmitter

This station needs to have the Shock on the rail tightened. it is loose and will not work properly

**STATION 8:**

Station 8 has 2 SBT-21 systems

1 ea 5" Magnetic Grabber w 5" conical (SBT) (They said they have 1 Magnetic grabber already but if they can't find it we will need two) Only 1 is quoted.

1 ea Wireless Receiver

1 ea Wireless Antenna

2 ea Wireless Transmitter

**STATION 9:**

Station 9 has 1 SBT-21 system

1 ea 5" Magnetic Grabber w 5" conical (SBT)

1 ea 15' upper hose

1 ea Wireless Receiver

1 ea Wireless Antenna

1 ea Wireless Transmitter

**STATION 10:**

Station 10 has 1 STRA system

1 ea 5" Magnetic Grabber w 5" conical (STR)

1 ea 4" dia upper hose (4') for STR

1 ea 4" dia middle hose x 10'

1 ea Wireless Receiver

1 ea Wireless Antenna

1 ea Wireless Transmitter

**STATION 11:**

Station 11 has 1 STRA system

1 ea 5" magnetic Grabber w 5" conical (STR)

1 ea Shock Absorber (missing)

1 ea Wireless Receiver

1 ea Wireless Antenna

1 ea Wireless Transmitter

The endcaps need to be switched to put the large hole cap at the rear and the small hole cap at the front for the new shock (INCLUDED)

**STATION 14:**

Station 14 has 3 STRA systems

3 ea 5" Magnetic Grabber w 5" conical (STR)

1 ea 5" Magnetic Grabber w 7" conical (STR)

1 ea Front Panel Membrane

1 ea Wireless Receiver

1 ea Wireless Antenna

4 ea Wireless Transmitters

**Note:** The front drop in the Engine bay has a broken Release valve on the crab:

1 ea 5" Magnetic Grabber w 7" conical (SBT) for the Mobile command Unit

1 ea 3" Magnetic Grabber w 3" conical for the Mobile Command Unit Generator pipe

1 ea 2 1/2" x 3" Reducer

1 ea Wireless Receiver

1 ea Wireless Antenna

4 ea Wireless Transmitters

Thank you for allowing us to be a part of this project. If you or any of your team has a question on any part of this information, please contact me for clarification.

Sincerely,

PLYMOVENT/AIR EXCHANGE

**Jim Cleary**

909-720-7064



January 15, 2019

To Whom It May Concern,

The purpose of this letter is to confirm that Air Exchange is the exclusive dealer of Plymovent vehicle exhaust extraction systems in the states of Alaska (fire), Nevada (vex & fire), Oregon (fire), Washington (fire), for all the zip codes inclusive of 900-918; 923-935; 936-966 in California (vex & fire), and 835-838 in Idaho (fire). As the only Plymovent dealer in these territories, Air Exchange is in good standing and has the exclusive rights to sell, install and service our vehicle exhaust extraction systems.

For over 40 years, Plymovent has created products that provide a safe and healthy work environment. Together with our nationwide dealer network, Plymovent continuously strives to design and engineer products that meet or exceed our customers' expectations and needs.

If you have any questions, please do not hesitate to contact me.

Kindest regards,  
PLYMOVENT CORP.



Brad Pitzl  
President/General Manager



# ADMINISTRATIVE REPORT

**MEETING DATE:** 9/25/2019

Public Safety/Vital Services Measure ae.

**TO:** Honorable Mayor and City Council

**FROM:** Randy McKeegan, Finance Director

**DATE:** 9/17/2019

**WARD:**

**SUBJECT:** Contracts for drought related tree planting & small plant replacement:

1. Accept bid and approve contract to American Hydrotech, Inc. (\$800,000) to provide and install 24" box trees.
2. Accept bid and approve contract to Kern Sprinkler Landscaping, Inc. (\$750,000) to provide and install groundcover and shrubs.

---

## STAFF RECOMMENDATION:

Staff recommends acceptance of bids and approval of contracts.

## BACKGROUND:

Bids were solicited separately to provide and install 24" box trees and to provide and install groundcover and shrubs as part of the drought related re-planting project. Seven total bids were received in response to the solicitations (four-trees and three-groundcover and shrubs).

Funds in the amount of \$1,550,000 are available in the Public Safety and Vital Services fund for these contracts. Bidders provided prices on various varieties of plant stock in estimated quantities to determine the lowest overall bidders (spreadsheets attached). These projects will replace trees and shrubs in City streetscapes lost during drought conditions.

Even though the mathematical calculations of the various bidders' unit prices multiplied by the City's estimated number of units do not match the budget figures, we only enter into the contracts for budgeted funds available.

Summary of all bids received is below:

<u>BIDDER</u>	<u>24" BOX TREE TOTAL BID AMOUNT</u>	<u>GROUNDCOVER &amp; SHRUB TOTAL BID AMOUNT</u>
American Hydrotech, Inc, Bakersfield, CA	\$983,827.25	\$549,694

<b>Kern Sprinkler Landscaping, Inc. Bakersfield, CA</b>	\$1,079,057.50	<b>\$482,300</b>
Griffith Company Brea, CA	\$1,214,375.00	\$672,820
West Coast Arborists, Inc. Anaheim, CA	\$1,402,250.00	

Funds are available in the Public Safety and Vital Services Fund for this purchase. Staff recommends approval of contracts to American Hydrotech, Inc., Bakersfield (\$800,000) and Kern Sprinkler Landscaping, Inc., Bakersfield (\$750,000).

**ATTACHMENTS:**

Description	Type
▣ Spreadsheet	Backup Material
▣ Agreement	Agreement
▣ Spreadsheet	Backup Material
▣ Agreement	Agreement

**Contract to Provide &  
Install 24" Box Trees  
BID NO. 19-20-20**

<b>American Hydrotech, Inc.</b> Bakersfield, CA 661-832-0123 661-396-2399 (Fax)	<b>Kern Sprinkler Landscaping, Inc.</b> Bakersfield, CA 661-832-3121 661-832-0307 (Fax)	<b>Griffith Company</b> Brea, CA 714-984-5500 714-854-7843 (Fax)	<b>West Coast Arborists, Inc.</b> Fresno, CA 559-275-2086 559-275-7865 (Fax)
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ITEM	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	Chinese Pistache (Pistacia chinensis) in 24" box containers	900	EA	274.01	246,609.00	303.90	273,510.00	336.00	302,400.00	395.00	355,500.00
2	Crape Myrtle (Lagerstroemia indica) in 24" box containers	700	EA	274.01	191,807.00	303.90	212,730.00	336.00	235,200.00	395.00	276,500.00
3	Bradford Pear (Pyrus calleryana) in 24" box containers	125	EA	274.01	34,251.25	303.90	37,987.50	336.00	42,000.00	395.00	49,375.00
	Bay Tree (Laurus nobilis) in 24" box containers	350	EA	286.87	100,404.50	303.90	106,365.00	350.00	122,500.00	395.00	138,250.00
5	Flowering pear (Pyrus kawakamii) in 24" box containers	700	EA	280.44	196,308.00	303.90	212,730.00	343.00	240,100.00	395.00	276,500.00
6	Eastern RedBud (Cercis canadensis) in 24" box cointainers	225	EA	280.44	63,099.00	303.90	68,377.50	343.00	77,175.00	395.00	88,875.00
7	Chinese Hackberry (Celtis sinensis) in 24" box containers	300	EA	274.01	82,203.00	303.90	91,170.00	363.00	108,900.00	395.00	118,500.00
8	Chinese Elm (Ulmus parvifolia) in 24" box containers	100	EA	274.01	27,401.00	303.90	30,390.00	336.00	33,600.00	395.00	39,500.00
9	Canary Island Pine (Pinus Canariensis) in 24" box containers	100	EA	274.01	27,401.00	303.90	30,390.00	350.00	35,000.00	395.00	39,500.00
10	Holly Oak (Quercus ilex) in 24" box containers	50	EA	286.87	14,343.50	308.15	15,407.50	350.00	17,500.00	395.00	19,750.00

**Contract Total**

**\$983,827.25**

**\$1,079,057.50**

**\$1,214,375.00**

**\$1,402,250.00**

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 **AMERICAN HYDROTECH, INC.**, (a California Corporation) ("CONTRACTOR" herein).

### RECITALS

**WHEREAS**, CONTRACTOR represents CONTRACTOR is experienced and well qualified in the field of providing & installing 24" box trees; and

**WHEREAS**, CONTRACTOR has conducted a thorough site inspection; and

**WHEREAS**, CITY desires to employ CONTRACTOR to provide and install 24" box trees ("Project" herein) as set forth herein.

**NOW, THEREFORE**, incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree as follows:

1. **SCOPE OF WORK.** The scope of work to be performed consists, in general, of proving and installing 24" box trees (Project" herein).

1.1. 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.

1.2. The following shall be deemed to be part of this Agreement as if fully set forth herein:

- 1.2.1. Invitation to Bid No. 19-20-20
- 1.2.2. Special Provisions
- 1.2.3. Bid Security
- 1.2.4. Bid Proposal
- 1.2.5. Non-collusion affidavit

- 1.2.6. Workers Compensation Insurance Certification
- 1.2.7. Statement of OSHA Compliance
- 1.2.8. Bidders Statement Regarding Insurance Coverage
- 1.2.9. Performance Bond
- 1.2.10. Material and Labor Bond
- 1.2.11. Letters of transmittal, if any
- 1.2.12. All provisions required by law to be inserted in this Contract whether actually inserted or not.
- 1.2.13. Current State of California DAS 140 Form (if required by Specifications)
- 1.2.14. DIR PWC 100 Form

2. **COMPENSATION.** Compensation for all work, services or products called for under this Agreement shall consist of a total payment **NOT TO EXCEED EIGHT HUNDRED THOUSAND DOLLARS (\$800,000)** in accordance with the bid documents. 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. Unless otherwise required by State law, a five percent (5%) retention shall be withheld from payments to CONTRACTOR by CITY. The five percent (5%) retention required by the Bakersfield Municipal Code shall be released after the appropriate statutes have expired and all liens and stop payment notices have been cleared.

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 signed by all the parties. If any modification of this Agreement results in total compensation which exceeds Forty Thousand Dollars (\$40,000.00), such modification must be approved by the City Council.

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, 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, California 93301  
(661) 326-3866

**CONTRACTOR:** AMERICAN HYDROTECH, INC.  
6751 McDivitt Drive  
Bakersfield, CA 93313  
661-832-0123 (phone)  
661-396-2399 (fax)

**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.

**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 **77-0537660**

CONTRACTOR is a corporation? Yes **X** No \_\_\_\_\_  
(Please check one.)

**29. CONTRACTOR'S LICENSE INFORMATION.**

License Number 79628/8  
Expiration Date 6/30/2021  
License Classification C27

**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**

"CONTRACTOR"  
**AMERICAN HYDROTECH, INC.**

By: \_\_\_\_\_  
**KAREN GOH**  
Mayor

By:   
PRINT NAME: Chris K. Martin  
Title: President

APPROVED AS TO FORM:  
**VIRGINIA GENNARO**  
City Attorney

By:   
**JOSHUA H RUDNICK**  
Deputy City Attorney

Insurance: 

APPROVED AS TO CONTENT:  
**RECREATION AND PARKS DEPARTMENT**

By:   
**DIANNE HOOVER**  
Recreation and Parks Director

COUNTERSIGNED:

By: \_\_\_\_\_  
**RANDY McKEEGAN**  
Finance Director

**Contract to Provide & Install  
Groundcover and Shrubs  
BID NO. 19-20-21**

**Kern Sprinkler  
Landscaping, Inc.**

Bakersfield, CA  
661-832-3121  
661-832-0307 (Fax)

**American  
Hydrotech, Inc.**

Bakersfield, CA  
661-832-0123  
661-396-2399 (Fax)

**Griffith Company**

Brea, CA  
714-984-5500  
714-854-7843 (Fax)

ITEM	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	Glossy Abelia in 5-gallon containers	1,000	EA	17.20	17,200.00	19.59	19,590.00	23.23	23,230.00
2	Trailing African daisy in 5-gallon containers	500	EA	17.20	8,600.00	20.96	10,480.00	25.01	12,505.00
3	White Lily of the Nile in 5-gallon containers	1,000	EA	17.20	17,200.00	19.59	19,590.00	23.59	23,590.00
4	Dwarf Bottlebrush in 5-gallon containers	700	EA	17.20	12,040.00	20.96	14,672.00	23.23	16,261.00
5	Daylilies, evergreen orange in 5-gallon containers	3,000	EA	17.20	51,600.00	19.93	59,790.00	23.59	70,770.00
6	Fortnight Lily in 5-gallon containers	3,000	EA	17.20	51,600.00	19.59	58,770.00	23.23	69,690.00
7	Golden Euonymus in 5-gallon containers	700	EA	17.20	12,040.00	19.59	13,713.00	25.01	17,507.00
8	Lantana in 5-gallon containers	700	EA	17.20	12,040.00	19.59	13,713.00	22.87	16,009.00
9	Myoporum Parvifolium in one-gallon containers	1,500	EA	8.95	13,425.00	8.61	12,915.00	15.88	23,820.00
10	Dwarf Heavenly Bamboo in 5-gallon containers	700	EA	17.20	12,040.00	18.23	12,761.00	24.30	17,010.00
11	Red-Leaf Photinia in 5-gallon containers	5,000	EA	17.20	86,000.00	19.58	97,900.00	23.86	119,300.00
12	Texas (Waxleaf) Privet in 5-gallon containers	6,000	EA	17.20	103,200.00	19.58	117,480.00	23.51	141,060.00
13	Dwarf India Hawthorn in 5-gallon containers	4,000	EA	17.20	68,800.00	19.90	79,600.00	23.86	95,440.00
14	Texas Ranger in 5-gallon containers	700	EA	17.20	12,040.00	19.90	13,930.00	23.94	16,758.00
15	Aaron's Beard/Creeping St John's Wort in one-gallon containers	500	EA	8.95	4,475.00	9.58	4,790.00	19.74	9,870.00

**Contract Total**

**\$482,300.00**

**\$549,694.00**

**\$672,820.00**



**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 **KERN SPRINKLER LANDSCAPING, INC.**, (a California Corporation) ("CONTRACTOR" herein).

### **RECITALS**

**WHEREAS**, CONTRACTOR represents CONTRACTOR is experienced and well qualified in the field of providing & installing groundcover and shrubs; and

**WHEREAS**, CONTRACTOR has conducted a thorough site inspection; and

**WHEREAS**, CITY desires to employ CONTRACTOR to provide and install groundcover and shrubs ("Project" herein) as set forth herein.

**NOW, THEREFORE**, incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree as follows:

**1. SCOPE OF WORK.** The scope of work to be performed consists, in general, of proving and installing groundcover and shrubs (Project" herein).

**1.1.** 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.

**1.2.** The following shall be deemed to be part of this Agreement as if fully set forth herein:

- 1.2.1.** Invitation to Bid No. 19-20-21
- 1.2.2.** Special Provisions
- 1.2.3.** Bid Security
- 1.2.4.** Bid Proposal

- 1.2.5. Non-collusion affidavit
- 1.2.6. Workers Compensation Insurance Certification
- 1.2.7. Statement of OSHA Compliance
- 1.2.8. Bidders Statement Regarding Insurance Coverage
- 1.2.9. Performance Bond
- 1.2.10. Material and Labor Bond
- 1.2.11. Letters of transmittal, if any
- 1.2.12. All provisions required by law to be inserted in this Contract whether actually inserted or not.
- 1.2.13. Current State of California DAS 140 Form (If required by Specifications)
- 1.2.14. DIR PWC 100 Form

2. **COMPENSATION.** Compensation for all work, services or products called for under this Agreement shall consist of a total payment **NOT TO EXCEED SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000)** in accordance with the bid documents. 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. Unless otherwise required by State law, a five percent (5%) retention shall be withheld from payments to CONTRACTOR by CITY. The five percent (5%) retention required by the Bakersfield Municipal Code shall be released after the appropriate statutes have expired and all liens and stop payment notices have been cleared.

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 signed by all the parties. If any modification of this Agreement results in total compensation which exceeds Forty Thousand Dollars (\$40,000.00), such modification must be approved by the City Council.

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, 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, California 93301  
(661) 326-3866

**CONTRACTOR:** KERN SPRINKLER LANDSCAPING, INC.  
P O BOX 11446  
Bakersfield, CA 93389  
661-832-3121 (phone)  
661-832-0307 (fax)

**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.

**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 **95-3367677**

CONTRACTOR is a corporation? Yes **X** No \_\_\_\_\_  
(Please check one.)

**29. CONTRACTOR'S LICENSE INFORMATION.**

License Number 594630  
Expiration Date 5/31/2020  
License Classification C27

**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**


"CONTRACTOR"  
**KERN SPRINKLER LANDSCAPING, INC.**

By: \_\_\_\_\_  
**KAREN GOH**  
Mayor

By:   
PRINT NAME: Earl Wade Ortman  
Title: CFO

APPROVED AS TO FORM:  
**VIRGINIA GENNARO**  
City Attorney

By:   
**JOSHUA H RUDNICK**  
Deputy City Attorney

Insurance: 

APPROVED AS TO CONTENT:  
**RECREATION AND PARKS DEPARTMENT**

By: *Darin Budak*  
*for* **DIANNE HOOVER**  
Recreation and Parks Director

COUNTERSIGNED:

By: \_\_\_\_\_  
**RANDY McKEEGAN**  
Finance Director



# ADMINISTRATIVE REPORT

**MEETING DATE:** 9/25/2019

Public Safety/Vital Services Measure af.

**TO:** Honorable Mayor and City Council

**FROM:** Randy McKeegan, Finance Director

**DATE:** 9/12/2019

**WARD:**

**SUBJECT:** Accept bid from LC Action Police Supply (\$71,504.71) for duty gear for the Police Department.

---

## STAFF RECOMMENDATION:

Staff recommends acceptance of bid.

## BACKGROUND:

Bids were solicited for duty gear for the Police Department. Six bids were received in response to solicitation. The bids solicited were based on a list of various duty gear items issued to Police officers. The City determines the lowest overall bidder by multiplying the supplier's unit price for each of the items by the estimated number of units for each item.

This bid provided staff estimated quantities to provide duty gear for graduates of the current police academy and for future academies to be completed in the next 12-month period.

Five bidders submitted proposals on most line items and totals are listed below. A proposal from Lawmen's Shooters' Supply, Inc. was based on a partial list of items which were considered comparatively and were not the lowest prices. A detail of the bids is included in the spreadsheet attached.

The five most complete bids are listed below.

<b><u>BIDDER</u></b>	<b><u>AMOUNT</u></b>	<b><u>TOTAL # OF LINE ITEMS BID</u></b>
LC Action Police Supply San Jose, CA	\$71,504.71	Complete bid - 16 line items
Proforce Law Enforcement Prescott, AZ	\$75,913.93	15 of 16 line items
Curtis Blue Line W. Sacramento, CA	\$81,518.20	Complete bid - 16 line items
CPR Savers & First Aid Supply LLC	\$82,364.72	Complete bid - 16 line items

Scottsdale, AZ  
Adamson Police Products      \$88,213.12      Complete bid - 16 line items  
Los Alamitos, CA

Funds are available in the Public Safety and Vital Services Fund for this purchase. Staff finds the bid submitted by LC Action Police Supply, San Jose, CA to be acceptable and recommends approval of the purchase in the amount of \$71,504.71.

**ATTACHMENTS:**

Description		Type
	Spreadsheet	Backup Material

# Police Department Duty Gear

Bid No. 19-20-19

			LC Action Police Supply San Jose, CA		ProForce Law Enforcement Prescott, AZ		LN Curtis & Sons dba Curtis Blue Line W. Sacramento, CA		CPR Savers & First Aid Supply LLC Scottsdale, AZ		Adamson Police Products Los Alamitos, CA		Lawmen's Shooters' Supply Inc. Vero Beach, FL	
PRODUCT DESCRIPTION	Item No.	QTY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
Bianchi AccuMold Elite Double Cuff Case, BLK, BW, Mfg. #22178	1	133	22.49	2,991.17	23.78	3,162.74	25.00	3,325.00	26.00	3,458.00	29.48	3,920.84	no bid	
Bianchi AccuMold Elite Universal Radioi Holder (closed), BLK, BW, Mfg. #22113	2	133	31.28	4,160.24	34.27	4,557.91	36.01	4,789.33	37.00	4,921.00	39.99	5,318.67	no bid	
Bianchi AccuMold Elite Key Holder, BLK, BW, Mfg. #22119	3	100	14.47	1,447.00	15.86	1,586.00	16.67	1,667.00	14.50	1,450.00	21.52	2,152.00	no bid	
SureFire X300 Ultra Weapon Light, BLK, Mfg. #X300U-A	4	93	195.94	18,222.42	213.32	19,838.76	224.17	20,847.81	207.00	19,251.00	211.41	19,661.13	208.09	19,352.37
Bianchi AccuMold Elite Single Cuff Case, BLK, BW, Mfg. #22063	5	50	18.61	930.50	20.40	1,020.00	21.43	1,071.50	22.00	1,100.00	34.02	1,701.00	no bid	
Bianchi AccuMold Elite Adjustable Radio Holder (open), BLK, BW, Mfg. #22705	6	50	25.85	1,292.50	28.32	1,416.00	29.76	1,488.00	31.00	1,550.00	34.02	1,701.00	no bid	
DG-11 SureFire DG Series Remote Switch	7	93	79.39	7,383.27	86.44	8,038.92	90.83	8,447.19	84.00	7,812.00	89.00	8,277.00	85.81	7,980.33
RIPP Restraint Hobbble with Brass Snap #RIPP-RIH-100	8	143	12.48	1,784.64	no bid		13.69	1,957.67	16.00	2,288.00	18.84	2,694.12	14.71	2,103.53
Bianchi AccuMold Elite 2-1/4" Duty Belt, BLK, BW, MD, Mfg. #22125	9	143	34.64	4,953.52	37.96	5,428.28	38.55	5,512.65	41.00	5,863.00	43.69	6,247.67	no bid	
Bianchi PatrolTek 1-1/2" Liner Belt, BLK, MD, Mfg. #31328	10	140	11.89	1,664.60	13.03	1,824.20	13.69	1,916.60	14.00	1,960.00	18.69	2,616.60	no bid	
Safariland 6360 Holster, BLK, BW, Right Hand w/Light, Mfg. #6360-8325-481	11	133	95.84	12,746.72	105.00	13,965.00	110.33	14,673.89	115.00	15,295.00	110.93	14,753.69	no bid	
Bianchi AccuMold Elite Triple Threat Double Mag Pouch, BLK, BW, Size 2, Mfg. #22265	12	118	19.64	2,317.52	21.53	2,540.54	22.62	2,669.16	23.00	2,714.00	24.62	2,905.16	no bid	
Bianchi AccuMold Elite Belt Keepers, BLK, BW, Hidden Snap, Mfg. #22091	13	143	7.75	1,108.25	8.49	1,214.07	8.93	1,276.99	9.00	1,287.00	14.14	2,022.02	no bid	
Safariland Disposable Tranzport Hood (5pk), Mfg. #8320-0-2C	14	54	24.52	1,324.08	26.87	1,450.98	25.35	1,368.90	50.00	2,700.00	32.57	1,758.78	no bid	
Bianchi AccuMold Elite MK-III, BLK, BW, Mase Case, Mfg. #222103	15	153	18.09	2,767.77	19.82	3,032.46	20.83	3,186.99	22.00	3,366.00	25.50	3,901.50	no bid	
Safariland Model 67, Baton Ring, BLK, BW, Mfg. #67-4PBL	16	143	6.72	960.96	7.36	1,052.48	7.74	1,106.82	7.50	1,072.50	13.00	1,859.00	no bid	

Subtotal  
Sales Tax 8.25%

66,055.16  
5,449.55

70,128.34  
5,785.59

75,305.50  
6,212.70

76,087.50  
6,277.22

81,490.18  
6,722.94

Incomplete bid

Total

\$71,504.71

\$75,913.93

\$81,518.20

\$82,364.72

\$88,213.12



# ADMINISTRATIVE REPORT

**MEETING DATE:** 9/25/2019

Public Safety/Vital Services Measure ag.

**TO:** Honorable Mayor and City Council

**FROM:** Randy McKeegan, Finance Director

**DATE:** 9/16/2019

**WARD:**

**SUBJECT:** Purchase of Four Door Police Interceptor Utility vehicles:

1. Accept bid from Jim Burke Ford, Bakersfield (\$2,538,209.27) for 73 four-door police special interceptor utility vehicles for the Police Department.
2. Appropriate \$116,398 Equipment Management Fund Balance to the Public Works Department's Operating Budget to fund the amount of purchase costs recovered through fleet rental rates for seven unbudgeted vehicles.
3. Transfer and appropriate \$126,991 Self-Insurance Fund balance to the Public Works Department's Operating Budget within the Equipment Management Fund to fund the amount of purchase costs to be paid by the Self-Insurance fund for the seven unbudgeted vehicles.

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## STAFF RECOMMENDATION:

Staff recommends acceptance of the bid and approval of transfer and appropriations.

## BACKGROUND:

Thirty-five police vehicles are budgeted for replacement in the current year through the Equipment Management Fund; additional information regarding a history of each vehicle proposed for replacement is on file in the Purchasing Division.

Seven vehicles need to be replaced which were not budgeted; five have been involved in traffic accidents and two high mileage vehicles are in need of costly repairs. Funding for the seven replacement police vehicles is as follows: \$116,398 from the Equipment Management fund (amount recovered through fleet rental rates) with the balance of \$126,991 from the Self-Insurance Fund.

A total of thirty-one additional police interceptor utility vehicles will be ordered and funded as follows: six through the Equipment Management Fund balance 2018-19 savings carryover and twenty-five through the Public Safety and Vital Services Fund.

Bids were solicited for the purchase of seventy-three police interceptor utility vehicles. Two bids were received in response to the solicitation as follows:

<u><b>BIDDER</b></u>	<u><b>AMOUNT</b></u>	<u><b>MAKE/MODEL BID</b></u>
Jim Burke Ford, Bakersfield, CA	\$2,538,209.27	Ford Police Utility
Towne Ford, Redwood City, CA	\$2,654,609.41	Ford Police Utility

Staff finds the bid submitted by Jim Burke Ford, Bakersfield, to be acceptable and recommends award in the amount of \$2,538,209.27.