



BAKERSFIELD CITY COUNCIL AGENDA MEETING OF NOVEMBER 4, 2020

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

REGULAR MEETING - 5:15 PM

1. ROLL CALL

SPECIAL NOTICE

Public Participation and Accessibility November 4, 2020 Bakersfield City Council Meetings

On March 18, 2020, Governor Gavin Newsom issued Executive Order N-29-20, which includes a waiver of Brown Act provisions requiring physical presence of the Council or the public in light of the COVID-19 pandemic.

Based on guidance from the California Governor's Office and Department of Public Health, as well as the County Health Officer, in order to minimize the potential spread of the COVID-19 virus, the City of Bakersfield hereby provides notice that as a result of the declared federal, state, and local health emergencies, and in light of the Governor's order, the following adjustments have been made:

1. The meeting scheduled for **November 4, 2020, at 5:15 p.m.** will have limited public access.
2. Consistent with the Executive Order, Councilmembers may elect to attend the meeting telephonically and to participate in the meeting to the same extent as if they were physically present.
3. The public may participate in each meeting and address the City Council as follows:
 - View a live video stream of the meeting at <https://bakersfield.novusagenda.com/AgendaPublic/> or, on your local government channel (KGOV).
 - If you wish to comment on a specific agenda item, submit your comment via email to the City Clerk at City_Clerk@bakersfieldcity.us **no later than 1:00 p.m. prior to the Council meeting**. Please clearly indicate which agenda item number your comment pertains to.
 - If you wish to make a general public comment not related to a specific agenda item, submit your comment via email to the City Clerk at City_Clerk@bakersfieldcity.us **no later than 1:00 p.m. prior to the Council meeting**.

- Alternatively, you may comment by calling **(661) 326-3100** and leaving a voicemail of no more than 3 minutes no later than **4:00 p.m. the Tuesday prior** to the Council meeting. Your message must clearly indicate whether your comment relates to a particular agenda item, or is a general public comment. If your comment meets the foregoing criteria, it will be transcribed as accurately as possible.
- If you are watching the live stream of the meeting and wish to make a comment on a specific agenda item as it is being heard, please email your written comment to the City Clerk at City_Clerk@bakersfieldcity.us. All comments received during the meeting **may not be read, but will be included** as part of the permanent public record of the meeting.

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. PRESENTATIONS

- Proclamation to Jayme Stuart, Child and Family Services Coordinator for the Kern County Network for Children and the Dream Center, declaring National Homeless Youth Awareness Month in Bakersfield during November 2020.
- Presentation by the Employee Incentive Team to winners of the 2020 Excellence in Action Awards, the Extra Mile Award, and S.T.A.R. Award in recognition of outstanding service to the City of Bakersfield.
- Recreation and Parks Video Presentation.

5. PUBLIC STATEMENTS

- Public statements received.

6. WORKSHOPS

Public comments will be received after Staff presentation.

7. APPOINTMENTS

8. CONSENT CALENDAR

Staff recommends adoption of Consent Calendar items.

Minutes:

- Approval of minutes of the October 21, 2020, Special and Regular City Council Meetings.

Payments:

- Receive and file department payments from October 9, 2020 to October 22, 2020 in the amount of \$23,149,708.10 Self Insurance payments from October 9, 2020 to October 22, 2020, in the amount of \$331,161.16, totaling \$23,480,869.26.

Ordinances:

Ward 3

- c. Adoption of ordinance amending the Official Zoning Map in Title 17 of the Bakersfield Municipal Code by changing the zone district from an R-1 (One-Family Dwelling) to an M-1 (Light Manufacturing) on 8.06 acres located near the northeast corner of Arrow Street and North Sillect Avenue. (ZC 20-0118) **(FR 10/21/2020)**
- d. Adoption of the following ordinances repealing and/or amending various sections of the Bakersfield Municipal Code:
 - 1. Repealing Chapter 3.12 relating to Claims Against the City.
 - 2. Amending Section 14.02.010 relating to Water Use Regulations.
 - 3. Amending Section 14.04.030 relating to City Domestic Water Service Area.
 - 4. Repealing Chapter 17.67 relating to Large Family Day Care Homes and other complimentary changes within the BMC.
 - a. Repealing Section 17.04.159 relating to Large Family Day Care Homes.
 - b. Amending Section 17.04.160 relating to Small Family Day Care Homes.
 - c. Amending Section 17.04.165 relating to Large and Small Family Day Care Homes.
 - d. Amending Section 17.10.020 relating to Family Day Care Homes.
 - e. Amending Section 17.63.020 relating to Family Day Care Homes.

Resolutions:

- e. 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.
- f. Resolution determining that eight John Deere® mowers can most efficiently be obtained through cooperative procurement bidding procedures from John Deere® Company and authorizing the Finance Director to dispense with bidding thereof, not to exceed \$89,000.
- g. Resolutions to add the following territories to the Consolidated Maintenance District and approving, confirming,

Ward(s) 2, 4

and adopting the Public Works Director's Report for each:

1. Area 1-129 (SWC of Snow Road & Allen Road) – Ward 4
 2. Area 4-224 (1306, 1306B, 1308 Alta Vista Drive) – Ward 2
 3. Area 4-225 (20 S. H Street) – Ward 2
- h. Resolution designating the Chief of Police with the authorization to execute, on behalf of the Bakersfield City Council, Agreement No. 20112126 with the State of California Commission on Peace Officer Standards and Training.
- Ward 7 i. Sewer connection fee assessment for 4921 Centaur Street:
1. Resolution confirming assessments for sewer connection fee and authorizing the collection of assessment by the Kern County Tax Collector.
 2. Agreement with Adam Lara and Maria Estela Aviles, 4921 Centaur Street, to pay the sewer connection fee through the Kern County Tax Collector.

Agreements:

- j. Agreement with Koefran Industries, Inc. (not to exceed \$63,000), for removal of animal carcasses at CBACC.
- Ward 6 k. Final Map and Improvement Agreement with Western Pacific Housing Inc., a Delaware corporation (Developer) for Tract 6759, Unit 4, located South of Taft Highway and West of Mountain Ridge Drive.
- Ward 6 l. Final Map and Improvement Agreement with RGF Land Company, Inc. (Developer) for Tract 7261, Phase 3, located south of Panama Lane and east of Gosford Road.
- Ward 6 m. Final Map, Improvement Agreement, and Landscape Agreement with Reliance Properties, LLC (Developer) for Tract 7305, Phase 2, located southeast corner of Panama Lane and Reliance Drive.
- Ward 5 n. Final Map and Improvement Agreement with Bolthouse Development Company, LLC (Developer) for Parcel Map 12166, Phase 3 located west of Benchmark Court, between Bolthouse Drive and Venture Way.
- Ward 5 o. Transportation Impact Fee Credit Agreement with Summit Capital Ventures, Inc. (not to exceed \$39,665.42), for construction of South Allen Road along the frontage of Tentative Tract 6578.
- p. Agreement with AECOM Technical Services, Inc. (\$77,500; until December 31, 2023), to provide design and engineering services for Wastewater Treatment Plant No. 3 Primary

Clarifiers Rehabilitation Project.

Ward(s) 3, 4, 5

- q. Amendment No. 1 to Agreement No. PW20-070 with Group Delta (\$66,615; revised not to exceed \$103,895) to continue environmental assessment for the Route Adoption of the Westside Parkway.
- r. Amendment No. 2 to Agreement No. 15-142 with AmeriPride allowing the assignment and assumption of the contract to Aramark Uniform & Career Apparel, Inc., to continue the contract for uniform service.

Bids:

Miscellaneous:

Ward 5

- s. Appropriate \$89,930 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:

Public Safety/Vital Services Measure:

- t. Purchase of 1-1/2 ton utility dump body trucks
 - 1. Accept bid from Jim Burke Ford (\$97,950.45) for two dump body trucks for the Recreation and Parks Department.
 - 2. Appropriate and transfer \$50,000 of PSVS Fund balance to the Public Works Department's Operating Budget to complete this purchase.

9. CONSENT CALENDAR PUBLIC HEARINGS

Staff recommends conducting Consent Calendar Public Hearing and approving staff recommendations.

10. HEARINGS

11. REPORTS

12. DEFERRED BUSINESS

13. NEW BUSINESS

- a. Resolution setting the dates of the regular City Council meetings, budget hearings, and department budget presentations for calendar year 2021.

Staff recommends City Council determination.

14. COUNCIL AND MAYOR STATEMENTS

15. ADJOURNMENT

ADMINISTRATIVE REPORT

MEETING DATE: 11/4/2020

1.

TO: Honorable Mayor and City Council

FROM:

DATE:

WARD:

SUBJECT:

SPECIAL NOTICE
Public Participation and Accessibility
November 4, 2020 Bakersfield City Council Meetings

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STAFF RECOMMENDATION:

BACKGROUND:



ADMINISTRATIVE REPORT

MEETING DATE: 11/4/2020

Presentations 4. a.

TO: Honorable Mayor and City Council

FROM: Mayor Karen K. Goh

DATE: 10/26/2020

WARD:

SUBJECT: Proclamation to Jayme Stuart, Child and Family Services Coordinator for the Kern County Network for Children and the Dream Center, declaring National Homeless Youth Awareness Month in Bakersfield during November 2020.

STAFF RECOMMENDATION:

BACKGROUND:



ADMINISTRATIVE REPORT

MEETING DATE: 11/4/2020

Presentations 4. b.

TO: Honorable Mayor and City Council

FROM: Christian Clegg, City Manager

DATE: 10/13/2020

WARD:

SUBJECT: Presentation by the Employee Incentive Team to winners of the 2020 Excellence in Action Awards, the Extra Mile Award, and S.T.A.R. Award in recognition of outstanding service to the City of Bakersfield.

STAFF RECOMMENDATION:

BACKGROUND:

The Employee Incentive Team (EIT) is pleased to announce the 20th Annual Excellence in Action (EIA) Awards.

The EIA Awards and Extra Mile Award are components of the Employee Incentive Program. Employees who sustain an exceptional level of high-quality productivity, demonstrate superior job performance and consistently exceed expectations of their required job duties are recognized through the EIA Award program. The Extra Mile Award is selected by the City Manager's Office and recognizes one of the EIA Award winners that showcased exemplary leadership and/or commitment to the organization.

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 EIA Award. All nominations were submitted by each Department Head to the EIT and reviewed for consideration by EIT, excluding any members that were nominated. Each individual EIA winner will receive a gift card and their name will be engraved on a perpetual plaque displayed in the Human Resources Department 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 2020 by Department:

Development Services: Karl Davisson, GIS Analyst

Finance: Lacey, Vondohlen, Financial Investigator; Joshua Robles, Accountant II

Fire: Esther Duran, Fire Prevention Officer; Howard Wines III, Director of Fire Prevention

Police: Rachel Rivera, Community Relations Specialist

Public Works: David Cook, Air Conditioning Technician II- General Services; Jeff Grimes, Electrical Technician II- General Services; Johnny Foster, Air Conditioning Technician II; Vanessa Vargas, Secretary II- General Services

Recreation and Parks: Everett Rios, Park Services Coordinator; Mike Menees, Service Maintenance Worker; Luis Gonzalez, Service Maintenance Worker

Technology Services: Aaron Kennedy, Assistant Director of Technology Services

Water Resources: Daniel R. Maldonado, Engineering Technician I

Extra Mile Award: Aaron Kennedy, Assistant Director of Technology Services

Shining Team Achievement Recognition (S.T.A.R.) Award:

Accounts Payable Team- Finance Department. Team members include: Terrie Morning, Gary Ou and Symon Smith

City staff would also like to recognize other teams and individuals who have stood out for their hard work this year.

The Public Works Sinkhole Response Team:

In July, a large sinkhole formed in the intersection of Chester Avenue and Brundage Lane. Crews from the Public Works' Construction and Streets Divisions responded quickly to assess the damage and complete one of the largest and most complex sinkhole repairs in recent history.

The Brundage Lane Navigation Center Team:

For nearly seven months, the Construction and Finance Committee managed a multi-million-dollar budget and nearly 200 City employees and contractors who contributed to the completion of the new BLNC.

The committee was represented by staff from several departments:

- Jacqui Kitchen and Anthony Valdez of the City Manager's Office;
- Nick Fidler, Sean Cacal and Robert Voyles of the Public Works Department;
- Phil Burns and Nina Carter of the Development Services Department;
- Randy McKeegan and Renee Williams of the Finance Department;
- Gregory Pronovost of Technology Services; and
- Darin Budak of the Recreation & Parks Department

Human Resources Director Christi Tenter and Risk Manager Jena Covey:

Since the beginning of the COVID-19 pandemic, together they developed and hosted COVID-19 Awareness webinars for supervisors, and worked to acquire PPE that ensured City staff could safely continue to provide essential services to the public during an unprecedented time. For the last several months, the City remained open for business and operating above 85 percent capacity thanks in large part to their efforts.

Due to COVID-19 restrictions, there is not the ability for the City to invite award winners and their families to be recognized in person during the City Council meeting. However, the EIA Award Ceremony will recognize final award recipients in a commemorative video during the City Council meeting and a copy of the video will be provided to all award winners.



ADMINISTRATIVE REPORT

MEETING DATE: 11/4/2020

Presentations 4. c.

TO: Honorable Mayor and City Council
FROM: Julie Drimakis, City Clerk
DATE: 10/30/2020
WARD:
SUBJECT: Recreation and Parks Video Presentation.

STAFF RECOMMENDATION:

BACKGROUND:



ADMINISTRATIVE REPORT

MEETING DATE: 11/4/2020

Public Statements 5. a.

TO: Honorable Mayor and City Council

FROM: Julie Drimakis, City Clerk

DATE: 11/3/2020

WARD:

SUBJECT: Public statements received.

STAFF RECOMMENDATION:

BACKGROUND:

ATTACHMENTS:

Description	Type
❏ Kern Source	Correspondence
❏ Ryan - Bakersfield New Homes	Correspondence
❏ Judy Woo	Correspondence
❏ Sussie	Correspondence

Julie Drimakis

From: kernsource <kernsource@protonmail.com>
Sent: Sunday, November 1, 2020 12:03 PM
To: City_Clerk
Cc: PD-PIO Council member Chris Parlier; Bob Smith; PD-PIO Council Member Gonzalez; Jacquie Sullivan; Willie Rivera; Ken Weir; karenkgoh@gmail.com; freebmorton@icloud.com
Subject: Re: Public Comment 11-4-2020

Follow Up Flag: Follow up
Flag Status: Completed

Warning: This email originated from outside the City of Bakersfield. Think before you click!

I would like to know what the council is doing to address the city attorney and staff's culture toward domestic violence. Her comments are unacceptable. Thank you.

https://www.bakersfield.com/news/kern-county-limits-bakersfields-access-to-assessor-recorder-claiming-city-improperly-posted-documents-online/article_c5a8e5ee-c885-11ea-bca2-43ab9cc967b7.html

Kern County limits Bakersfield's access to Assessor-Recorder, claiming city improperly posted documents online

- By SAM MORGEN smorgen@bakersfield.com
- Jul 19, 2020

Kern County has revoked the city of Bakersfield's online access to the Assessor-Recorder's Office, saying the city improperly posted documents online, potentially exposing residents to fraud.

The city has denied misconduct, and says the loss of access could be devastating to its employees trying to complete routine work.

The Assessor-Recorder's Office sent a letter to City Hall last week informing city officials the access had been revoked. The county has asked the city for a list of documents that were put online through the city's public records archive, but hasn't yet received a response, according to Deputy County Counsel Jerri Bradley.

The documents in question include grant deeds containing a property owner's name, address and parcel number. Bradley estimated more than 10,000 documents had been posted online by the city, with some documents going as far back as 1910.

Although the documents are publicly available by visiting the Assessor-Recorder's Office, the county refrains from posting them online out of concern that doing so would violate certain state laws and allow some residents to fall victim to fraud more easily.

"If you have the information off a grant deed, you could fraudulently file papers transferring title to you on that property," Bradley said. "It's not supposed to be accessible on the internet."

She encouraged anyone who had been subject to fraud with respect to their property title to contact the city.

"The city would be the best agency to verify whether or not their deed was posted online," she said.

City leaders appear to have been caught off-guard by the county's action. However, the documents don't appear to be publicly accessible online. City Manager Christian Clegg says the city received no advance notice before it lost access.

"The city would have appreciated collaborative dialogue to understand the concerns of the Assessor-Recorder and the ability to confirm how the city is handling public documents," Clegg said in a statement. "We believe that this action is based on a misunderstanding."

He denied the city had misused the county's iRecord system, and said the jobs of some city employees would be made much more difficult without access. Under the new rules,

the city will need to send an employee to the Assessor-Recorder's Office to make the request for documents in person, a process that can be time-consuming and costly.

Bakersfield City Attorney Ginny Gennaro said she completely disagreed with the county's claim the city's posting exposed residents to fraud.

"It is not illegal to have that information out there," she said. "It is a public record."

She added that the city was aware of two people who made complaints on the topic.

"They have a remedy and they haven't sought a remedy," she said of the complainants.

"If they think the city has aggrieved them somehow, take me to court, sue me. I don't have a lawsuit. It's all fanfare. They just want to stir pot."

The county plans to reconsider granting the city access to its records once the city puts in place a policy about online postings, Bradley said.

In his statement, Clegg said the city looked forward to addressing the concerns of the Assessor-Recorder.

Julie Drimakis

From: Bakersfield New Homes <newhomesofbakersfield@gmail.com>
Sent: Monday, November 2, 2020 8:00 AM
To: City_Clerk
Cc: Kim Schaefer; Michael Turnipseed; Kyle Carter; bakersfield mayor; Ann.oleary@gov.ca.gov; karenkgoh@gmail.com; PD-PIO Council member Chris Parlier; Ken Weir; Willie Rivera; freebmorton@icloud.com; andrae@andraegonzales.com; Jacquie Sullivan; Bob Smith
Subject: Public Comment - Nov 4 2020

Follow Up Flag: Follow up
Flag Status: Flagged

Warning: This email originated from outside the City of Bakersfield. Think before you click!

This is autoreply is not a response to my public comment. Please include my comment for the Nov 4 , 2020 council meeting and provide a response about the city attorneys statements and not an autoreply.

Our business is concerned about the city attorneys quote in the paper that domestic violence is fanfare and victims are stirring the pot. We urge her resignation and the council to reprimand her.

What is the city council doing to address this? We would like a response please.

Thank you,

Ryan

On Wed, Sep 30, 2020 at 12:52 PM City_Clerk <City_Clerk@bakersfieldcity.us> wrote:

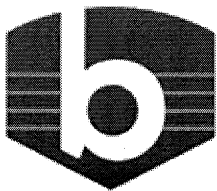
On September 9th, 2020, at the Bakersfield City Council meeting, City Manager, Christian Clegg, addressed this topic with the following information:

- There have been recent questions and public comments related to electronic access to City records and City access to the County online iRecord system.
- There was a misunderstanding with the County as to how the City uses their iRecord system. This misunderstanding has been clarified, the City has documented how we use the records system, and the City has been restored to full access to the iRecord system.
- The misunderstanding stemmed from property and deed records included with loans or easements processed by the City that were saved to an online archive of public records early this year.
- While these are public records, based on an abundance of caution and based on concerns raised by the public, the City took action to remove these records from the online archive in March of this year.

- Electronic records with property and deed information have not been available from the City archive or City website since March; this information will not be placed in our online archive moving forward.
- At no time has the City had a data breach. At no time has the City posted online specific lists of crime survivors with their addresses.
- The City is aware of legal requirements related to public information, such as the Safe at Home Program. The City has been in contact with the Director of the Safe at Home Program in Sacramento. The City is not aware of any violations of the Safe at Home provisions, including on the City website.
- The safety of all our community members is of utmost concern to the City. If you are aware of a specific instance or concern, please provide details on which the City can take further action.

If a crime has been committed, please contact the Bakersfield Police Department.

Regards,



Julie Drimakis, CPMC, CMC | City Clerk

City of Bakersfield

email: jdrimakis@bakersfieldcity.us

web: www.bakersfieldcity.us

phone: 661-326-3073



From: Bakersfield New Homes <newhomesofbakersfield@gmail.com>

Sent: Monday, September 28, 2020 7:26 PM

To: City_Clerk <City_Clerk@bakersfieldcity.us>

Cc: Kim Schaefer <kim@bakersfieldrealtor.org>; Michael Turnipseed <michael@kerntaxpayers.org>; Kyle Carter <kylewcarter@att.net>; bakersfield mayor <mayor@bakersfieldcity.us>; Ann.oleary@gov.ca.gov; karenkgoh@gmail.com; PD-PIO Council member Chris Parlier <chrisparlier@sbcglobal.net>; Ken Weir <ken@weircpa.com>; Willie Rivera <priveraw@gmail.com>; freebmorton@icloud.com; andrae@andraegonzales.com; Jacquie Sullivan <jacquiesullivan@sbcglobal.net>; Bob Smith <bobsmith727@me.com>

Subject: Public Comment - Oct 21 2020

Warning: This email originated from outside the City of Bakersfield. Think before you click!

Our business is concerned about the city attorneys quote in the paper that domestic violence is fanfare and victims are stirring the pot. We urge her resignation and the council to reprimand her.

What is the city council doing to address this? We would like a response please.

Thank you,

Ryan

On Thu, Jul 16, 2020 at 8:27 AM Bakersfield New Homes <newhomesofbakersfield@gmail.com> wrote:

Mr. Clegg, Ms. Drimakis, Mayor Goh,

Circling back on our correspondence since April. Bottom line up front, my wife and I don't like being lied to. Either you have no clue what's going on at city hall at best, or you're being dishonest at worst.

We watched Ms. Coyle's public comment and read/watched the social media reactions. We were told there was no issue but when asked for public records we understand the city has acknowledged a data incident had occurred.

First, we want to submit a records request for all the emails and text messages of any council member and department director over the past 180 days on this issue (safe at home and/or posting grant deeds online).

Second, we want our concerns noted as part of the record for the next council and supervisors meeting. Specifically you are placing victims at risk if you are requiring victims to know what happened and then contact you for more information. I saw the board of supervisors meeting and they said your staff signed agreements not to upload deeds to the Internet. So why would someone contact you requesting their information be confidential if you weren't supposed to upload deeds in the first place? Why would the city mislead and lie about this? By not being truthful, victim's safety are at risk.

Third, we support Kern County's suspension of Bakersfield's access to the Intranet.

Finally, our business supports the council not renewing your contract and believe you (Mr. Clegg) and Mayor Goh should resign.

Thank you,

Ryan

On Monday, July 13, 2020, City_Clerk <City_Clerk@bakersfieldcity.us> wrote:

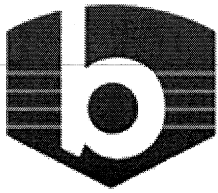
Dear Ryan,

There have been recent inquiries about former incidents related to the State Safe at Home Program. The City is aware of the Safe at Home Program and has been in contact with the Director of the Safe at Home Program in Sacramento. The City is not aware of any violations of the Safe at Home provisions, including on the City website.

If you are aware of a specific instance or concern, please provide details so that I can provide further assistance.

I will forward your comment to the Council as requested.

Regards,



Julie Drimakis, CPMC, CMC | City Clerk

City of Bakersfield

email: jdrimakis@bakersfieldcity.us

web: www.bakersfieldcity.us

phone: 661-326-3073



From: Bakersfield New Homes <newhomesofbakersfield@gmail.com>

Sent: Friday, July 10, 2020 2:31 PM

To: City_Clerk <City_Clerk@bakersfieldcity.us>; bakersfield mayor <mayor@bakersfieldcity.us>; Christian Clegg <cclegg@bakersfieldcity.us>

Subject: Public Comment

Warning: This email originated from outside the City of Bakersfield. Think before you click!

Our business is deeply concerned about the City of Bakersfield's violations of state's safe at home law intended to protect the confidentiality of victims of violent crime. Christian Clegg, Mayor Goh, and the city council should be ashamed. Kern County's Board of Supervisor's and the county recorder must do more to protect domestic violence victims.

Ryan

Julie Drimakis

From: Judy Woo <judywoo777@gmail.com>
Sent: Tuesday, November 3, 2020 12:58 PM
To: Christian Clegg
Cc: City_Clerk; bakersfield mayor; City_Council; Ana.Matosantos@gov.ca.gov; ann.oleary@gov.ca.gov; Lindsey.Cobia@gov.ca.gov; Erin.Suhr@gov.ca.gov; Catherine.Lhamon@gov.ca.gov; Anthony.Williams@gov.ca.gov; assemblymember.fong@assembly.ca.gov; xavier.becerra@doj.ca.gov
Subject: Public Comment 11-4-2020 - Bakersfield's Support of Domestic Violence

Warning: This email originated from outside the City of Bakersfield. Think before you click!

For months we have been reaching out to Bakersfield City Attorney Ginny Genaro notifying her that the addresses of victims, judges, district attorneys, and public defenders (current and former) were posted on the city's website.

Ms. Gennaro repeatedly told us "it is not illegal to post the addresses of victims, judges, or other individuals if we don't intend to cause harm ... it's a matter of public record." In reviewing records, we were able to identify not only Kern County personnel but personnel from numerous other jurisdictions across the state that for various reasons own property in Bakersfield and Kern County.

When we alerted Ms. Gennaro to this issue, she then proceeded to tell us that the city would not remove these addresses and would not notify impacted individuals.

No one deserves to have their safety at risk. Unfortunately, the City of Bakersfield is placing the safety of numerous people up and down the state at risk. We oppose Bakersfield's attitude of "let something bad happen and sue us later." We have the ability to protect people's lives before they are hurt. Isn't this the right thing to do?

https://www.bakersfield.com/news/kern-county-limits-bakersfields-access-to-assessor-recorder-claiming-city-improperly-posted-documents-online/article_c5a8e5ee-c885-11ea-bca2-43ab9cc967b7.html

Ms. Gennaro, - you should be ashamed.

It is time you resign so our community, survivors of violent crime, and officers of our courts can live in peace and safety.

Judy Woo et. al

On Tue, Sep 15, 2020 at 9:49 AM Christian Clegg <cclegg@bakersfieldcity.us> wrote:

>

> On September 9th, 2020, at the Bakersfield City Council meeting, City Manager, Christian Clegg, addressed this topic with the following information:

> • There have been recent questions and public comments related to electronic access to City records and City access to the County online iRecord system.

> • There was a misunderstanding with the County as to how the City uses their iRecord system. This misunderstanding has been clarified, the City has documented how we use the records system, and the City has been restored to full access to the iRecord system.

> • The misunderstanding stemmed from property and deed records included with loans or easements processed by the City that were saved to an online archive of public records early this year.

- > • While these are public records, based on an abundance of caution and based on concerns raised by the public, the City took action to remove these records from the online archive in March of this year.
- > • Electronic records with property and deed information have not been available from the City archive or City website since March; this information will not be placed in our online archive moving forward.
- > • At no time has the City had a data breach. At no time has the City posted online specific lists of crime survivors with their addresses.
- > • The City is aware of legal requirements related to public information, such as the Safe at Home Program. The City has been in contact with the Director of the Safe at Home Program in Sacramento. The City is not aware of any violations of the Safe at Home provisions, including on the City website.
- > • The safety of all our community members is of utmost concern to the City. If you are aware of a specific instance or concern, please provide details on which the City can take further action.

>

> -----Original Message-----

> From: Judy Woo <judywoo777@gmail.com>

> Sent: Monday, August 17, 2020 7:57 AM

> To: City_Clerk <City_Clerk@bakersfieldcity.us>

> Cc: bakersfield mayor <mayor@bakersfieldcity.us>; Christian Clegg

> <cclegg@bakersfieldcity.us>; City_Council

> <City_Council@bakersfieldcity.us>; Ana.Matosantos@gov.ca.gov;

> ann.oleary@gov.ca.gov; Lindsey.Cobia@gov.ca.gov; Erin.Suhr@gov.ca.gov;

> Catherine.Lhamon@gov.ca.gov; Anthony.Williams@gov.ca.gov;

> assemblymember.fong@assembly.ca.gov; xavier.becerra@doj.ca.gov

> Subject: Public Comment - Bakersfield's Support of Domestic Violence

>

> Warning: This email originated from outside the City of Bakersfield. Think before you click!

>

>

>

> The following is a general public comment for the Sept. 9 2020 Bakersfield City Council meeting and for Governor Newsom's office.

>

>

> -----

> -----

>

> We are writing in response to the City of Bakersfield's posting of addresses of victims of domestic violence, sexual assault, human trafficking, our district attorney, public defender, and numerous others with protected addresses.

>

> For months we have been reaching out to Bakersfield City Attorney Ginny Genaro notifying her that the addresses of victims, judges, district attorneys, and public defenders (current and former) were posted on the city's website. For months, she has refused to remove these addresses, working with internet service providers to remove indexed information, and to notify impacted individuals.

>

> Ms. Gennaro repeatedly told us "it is not illegal to post the

> addresses of victims, judges, or other individuals if we don't intend

> to cause harm ... it's a matter of public record." In reviewing records, we were able to identify not only Kern County personnel but personnel from numerous other jurisdictions across the state that for various reasons own property in Bakersfield and Kern County.

>

> When we alerted Ms. Gennaro to this issue, she then proceeded to tell us that the city would not remove these addresses and would not notify impacted individuals.

>

> No one deserves to have their safety at risk. Unfortunately, the City of Bakersfield is placing the safety of numerous people up and down the state at risk. We oppose Bakersfield's attitude of "let something bad happen and sue us later." We have the ability to protect people's lives before they are hurt. Isn't this the right thing to do?

>

>

> https://www.bakersfield.com/news/kern-county-limits-bakersfields-access-to-assessor-recorder-claiming-city-improperly-posted-documents-online/article_c5a8e5ee-c885-11ea-bca2-43ab9cc967b7.html

> s-to-assessor-recorder-claiming-city-improperly-posted-documents-online/article_c5a8e5ee-c885-11ea-bca2-43ab9cc967b7.html

> e/article_c5a8e5ee-c885-11ea-bca2-43ab9cc967b7.html

>

> We have absentee city leadership that has refused to address our concerns. Mr. Clegg, Ms. Gennaro, Mayor Goh, - you should be ashamed.

> It is time you resign so our community, survivors of violent crime, and officers of our courts can live in peace and safety.

>

> Judy Woo et. al

Lorraine Reza

From: Sussie QL <sussie.ql559@gmail.com>
Sent: Wednesday, November 4, 2020 10:03 AM
To: City_Clerk
Cc: kerntax@kerntaxpayers.org; karenkgoh@gmail.com; PD-PIO Council member Chris Parlier; PD-PIO Council Member Gonzalez; Ken Weir; freebmorton@icloud.com; Willie Rivera; Jacquie Sullivan; Bob Smith
Subject: Re: Public Comment 11-4 - Repeal Measure N

Follow Up Flag: Follow up
Flag Status: Completed

Warning: This email originated from outside the City of Bakersfield. Think before you click!

>
> I read the following article where the city attorney urges people to
> sue the city.
>
> https://www.bakersfield.com/news/kern-county-limits-bakersfields-access-to-assessor-recorder-claiming-city-improperly-posted-documents-online/article_c5a8e5ee-c885-11ea-bca2-43ab9cc967b7.html
>
> How much is this going to cost taxpayers? Will Measure N money be used
> as part of this litigation? If not, can the city council assure the
> public that Measure N will not pay for city services that have to be
> cutback due to litigation expenses?
>
> I support KernTax's efforts to wisely invest in our community and want
> to know what the council is doing to prevent wasteful litigation urged
> by city staff.
>
> Sussie



ADMINISTRATIVE REPORT

MEETING DATE: 11/4/2020

Consent – Minutes a.

TO: Honorable Mayor and City Council

FROM: Julie Drimakis, City Clerk

DATE: 7/27/2020

WARD:

SUBJECT: Approval of minutes of the October 21, 2020, Special and Regular City Council Meetings.

STAFF RECOMMENDATION:

BACKGROUND:

ATTACHMENTS:

Description	Type
☐ Minutes	Backup Material



BAKERSFIELD CITY COUNCIL MINUTES MEETING OF OCTOBER 21, 2020

Council Chambers, City Hall, 1501 Truxtun Avenue

Special Meeting- 4:00 p.m.

Regular Meeting- 5:15 p.m.

SPECIAL MEETING - 4:00 PM

1. ROLL CALL

Present: Mayor Goh, Vice-Mayor Parlier, Councilmembers Gonzales (seated at 4:06 p.m.), Weir, Smith (participated by telephone), Freeman, Sullivan (seated at 4:02 p.m.)

Absent: Rivera

SPECIAL NOTICE

Public Participation and Accessibility

October 21, 2020 Bakersfield City Council Meetings

On March 18, 2020, Governor Gavin Newsom issued Executive Order N-29-20, which includes a waiver of Brown Act provisions requiring physical presence of the Council or the public in light of the COVID-19 pandemic.

Based on guidance from the California Governor's Office and Department of Public Health, as well as the County Health Officer, in order to minimize the potential spread of the COVID-19 virus, the City of Bakersfield hereby provides notice that as a result of the declared federal, state, and local health emergencies, and in light of the Governor's order, the following adjustments have been made:

1. The meeting scheduled for **October 21, 2020, at 4:00 p.m.** will have limited public access.
2. The meeting scheduled for **October 21, 2020, at 5:15 p.m.** will have limited public access.
3. Consistent with the Executive Order, Councilmembers may elect to attend the meeting telephonically and to participate in the meeting to the same extent as if they were physically present.
4. The public may participate in each meeting and address the City Council as follows:

View a live video stream of the meeting at <https://bakersfield.novusagenda.com/AgendaPublic/> or, on your local government channel (KGOV).

If you wish to comment on a specific agenda item, submit your comment via email to the City Clerk at City_Clerk@bakersfieldcity.us **no later than 1:00 p.m. prior to the Council meeting**. Please clearly indicate which agenda item number your comment pertains to.

If you wish to make a general public comment not related to a specific agenda item, submit your comment via email to the City Clerk at City_Clerk@bakersfieldcity.us **no later than 1:00 p.m. prior to the Council meeting**.

Alternatively, you may comment by calling **(661) 326-3100** and leaving a voicemail of no more than 3 minutes no later than **4:00 p.m. the Tuesday prior** to the Council meeting. Your message must clearly indicate whether your comment relates to a particular agenda item, or is a general public comment. If your comment meets the foregoing criteria, it will be transcribed as accurately as possible.

If you are watching the live stream of the meeting and wish to make a comment on a specific agenda item as it is being heard, please email your written comment to the City Clerk at City_Clerk@bakersfieldcity.us. All comments received during the meeting **may not be read, but will be included** as part of the permanent public record of the meeting.

2. PUBLIC STATEMENTS

None.

3. WORKSHOPS

- a. Review of Chapter 2 of the Council Policy and Procedure Manual.
(*Council determination.*)

City Attorney Gennaro made staff comments and provided a PowerPoint presentation.

4. ADJOURNMENT

Mayor Goh adjourned the 4:00 p.m. meeting at 4:25 p.m.

REGULAR MEETING- 5:15 p.m.

1. ROLL CALL

Present: Mayor Goh, Vice-Mayor Parlier, Councilmembers Rivera, Gonzales, Weir, Smith (participated by telephone), Freeman, Sullivan

Absent: None

SPECIAL NOTICE

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2. INVOCATION

by Rabbi Jonathan Klein, Temple Beth El.

3. PLEDGE OF ALLEGIANCE

by Development Services Director Boyle.

4. PRESENTATIONS

- a. Certificate of Recognition presented to Holly Lazzerini of the Lazzerini Family Foundation, for its generosity and contributions to City beautification projects.

Heather Pennella and Nate Meeks, Keep Bakersfield Beautiful, made comments.

Holly Lazzerini and Bill Lazzerini accepted the certificate and made comments.

5. PUBLIC STATEMENTS

- a. Cynthia Zimmer, Kern County District Attorney, made comments regarding Proposition 20 and asked for the City Council's support.
- b. Jenny Brown, Kern High School District, spoke in support of Consent Calendar item 8.I.
- c. Terry Maxwell expressed safety concerns for westbound 24th Street, where four lanes merge into three lanes; and the crosswalk at 24th Street and Pine Street.

Councilmember Rivera and Councilmember Gonzales asked staff to contact Mr. Maxwell to address his concerns.

5. **PUBLIC STATEMENTS** continued

- d. The following individuals spoke in support of backyard hens in residential areas: Cima Richardson; MT Merickel; Bruce Bagwell; Kalli Beckwith; Kirk Boland; and Michelle Harpe (submitted written material).
- e. Gary Simmons (submitted written material) and Joseph Kandle spoke in opposition of backyard hens in residential areas.
- d. The following individuals emailed comments expressing concern with the City's efforts to protect victims of identity theft, domestic violence victims, and the confidentiality of addresses: H Smith; Anita Kanitz; Jenny G; Ryan, Bakersfield New Homes; Stop Tax; Judy Woo; Sally K; K Swanson; JD; Mikey F; Kernriverfun; Steve, Audio Specialists; Mary Shadden; SettingPrecedent8; Golf Pro; Rosa H; Sharizi; Ken H; Marie Smith; Philip Padilla; Matt Kassel; Shellie Hankins; Kernsource; Sussie QL; Bakersfield Mom; Erin M; and Clarissa Liu.

6. **WORKSHOPS**

- a. Fiscal Year 2020-21 First Quarter Budget Update
(Staff recommends the City Council receive and file the presentation.)

City Manager Clegg made staff comments.

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

***Motion by Vice-Mayor Parlier to receive and file the presentation.
Motion passed.***

Mayor Goh recessed the meeting at 6:50 p.m. and reconvened the meeting at 7:00 p.m.

- b. Citywide Solar Electricity Generating Project:
(Staff recommends adoption of the resolution and approval of the agreements.)
 - 1. Presentation of Citywide Solar Program
 - 2. Adoption of a resolution dispensing with formal bidding procedures and utilizing cooperative procurement agreement pricing (piggyback procurement) through the School Project for Utility Rate Reduction (SPURR) Renewable Energy Aggregated Procurement (REAP) program ; and

RES 148-2020

6. **WORKSHOPS** continued
ITEM 6.b. CONTINUED

3. Approval of Energy Services Agreements with FTP BTM SOLAR, LLC (Forefront Power) for the design, financing, construction, installation, operation, and maintenance of eight (8) solar photovoltaic generating systems and Energy Storage Agreements at three (3) sites.

AGR 2020-191, AGR 2020-192, AGR 2020-193, AGR 2020-194, AGR 2020-195, AGR 2020-196, AGR 2020-197, AGR 2020-198, AGR 2020-199, AGR 2020-200, AGR 2020-201, AGR 2020-227

Assistant City Clerk Legge announced a staff memorandum was received regarding item 6.b., transmitting correspondence.

Public Works Director Fidler made staff comments and provided a PowerPoint presentation.

Kevin Flanagan, School Project for Utility Rate Reduction (SPURR), made additional comments.

The following individuals expressed concern with the staff recommendation: Ashu Jain (submitted written material); Mike Turnipseed, Kern County Taxpayers Association; and Troy Hightower.

Motion by Councilmember Weir to adopt the resolution and approve the agreements; and direct staff to make the point of purchase and add language that states the vendor will commit to using local labor. Motion passed with Vice-Mayor Parlier and Councilmember Smith voting no.

7. **APPOINTMENTS**

None.

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

Minutes:

- a. Approval of the minutes of the September 23, 2020, Regular City Council Meetings.

Payments:

- b. Receive and file department payments from September 11, 2020 to October 8, 2020 in the amount of \$36,676,055.92, Self Insurance payments from September 11, 2020 to October 8, 2020, in the amount of \$750,005.90, totaling \$37,426,061.82.

8. **CONSENT CALENDAR** continued

Ordinances:

- c. First Reading of the following ordinances repealing and/or amending various sections of the Bakersfield Municipal Code:
 - 1. Repealing Chapter 3.12 relating to Claims Against the City.
FR ONLY
 - 2. Amending Section 14.02.010 relating to Water Use Regulations.
FR ONLY
 - 3. Amending Section 14.04.030 relating to City Domestic Water Service Area.
FR ONLY
 - 4. Repealing Chapter 17.67 relating to Large Family Day Care Homes and other complimentary changes within the BMC.
 - a. Repealing Section 17.04.159 relating to Large Family Day Care Homes.
FR ONLY
 - b. Amending Section 17.04.160 relating to Small Family Day Care Homes.
FR ONLY
 - c. Amending Section 17.04.165 relating to Large and Small Family Day Care Homes.
FR ONLY
 - d. Amending Section 17.10.020 relating to Family Day Care Homes.
FR ONLY
 - e. Amending Section 17.63.020 relating to Family Day Care Homes.
FR ONLY
- d. First reading of ordinance amending the Official Zoning Map in Title 17 of the Bakersfield Municipal Code by changing the zone district from R-1 (One-Family Dwelling) zone to M-1 (Light Manufacturing) on 8.06 acres generally located at the northeast corner of Arrow Street and North Sillect Avenue. Notice of Exemption on file.
FR ONLY

8. CONSENT CALENDAR continued

- e. Adoption of ordinance amending Bakersfield Municipal Code Section 1.12.030 by adding the legal description of Annexation No. 670 consisting of 17.86 acres, generally located at the southwest corner of the Rosedale Highway and Mohawk Street intersection. **(FR 9/23/2020)**

ORD 5021

- f. Adoption of ordinance amending Bakersfield Municipal Code Section 1.12.010 adding the legal description of Annexation No. 690 consisting of 2.38 gross acres located on the eastside of South Union Avenue approximately 600 feet south of East Hosking Avenue. **(FR 9/23/2020)**

ORD 5022

- g. Adoption of the following ordinances adding a Section and amending various Sections of the Bakersfield Municipal Code: **(FR 9/23/2020)**
1. Amending Section 6.08 relating to Fowl and Adding Section 6.09 relating to Hens.
 2. Amending Section 6.04.230 relating to Keeping of Noisy Animals.
 3. Amending Section 6.20.010 relating to Maiming, Injuring or Killing of Animals.
 4. Amending Section 15.68.070 relating to Dogs, Pets, and Livestock at Mobile Park Homes.
 5. Amending Section 17.10.020 relating to R-1 One-Family Dwelling Zone.
 6. Amending Section 17.12.010 relating to Residential Suburban Zones.
 7. Amending Section 17.19.020 relating to RH (Residential Holding) Zone.
 8. Amending Section 17.31.020 relating to M-3 (Heavy Industrial) Zone.
 9. Amending Section 17.32.020 of the Bakersfield Municipal Code relating to A Agricultural Zone.

REMOVED FOR SEPARATE CONSIDERATION

8. **CONSENT CALENDAR** continued

Resolutions:

- h. Resolution appointing Michael Payne to the Police Civil Service Commission for a special purpose.

RES 149-2020

- i. Resolution in support of Proposition 20, the Criminal Sentencing, Parole, and DNA Collection Initiative.

REMOVED FOR SEPARATE CONSIDERATION

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

RES 151-2020

- k. Resolution approving an application to the Kern County Local Agency Formation Commission to annex uninhabited territory into the City identified as Annexation No. 702 (Panama No. 24) located on the southwest corner of East Panama Lane and Cottonwood Road intersection. Use of a previously certified Mitigated Negative Declaration prepared by the Greenfield Unified School District will also be considered.

RES 152-2020

- l. Resolution approving an application to the Kern County Local Agency Formation Commission to annex uninhabited territory into the City identified as Annexation No. 704 (Panama No. 25) located on the northeast corner of East Panama Lane and Cottonwood Road intersection. Use of a previously certified Mitigated Negative Declaration prepared by the Kern High School District will also be considered.

RES 153-2020

- m. California Board of State and Community Corrections Violence Intervention and Prevention Grant Program:

- 1. Resolution authorizing the Bakersfield Police Department to accept grant funding (\$1,500,000) and sign agreement from the California Board of State and Community Corrections Violence Intervention and Prevention Grant Program.

RES 154-2020

8. CONSENT CALENDAR continued

ITEM 8.m. CONTINUED

2. Appropriate \$1,500,000 in grant proceeds to the Police Department Operating Budget within the General Fund.
- n. Resolution determining that a replacement articulating aerial device truck can most efficiently be obtained through cooperative procurement bidding procedures from Altec Industries, Inc., and authorizing the Finance Director to dispense with bidding thereof, not to exceed \$131,000.

RES 155-2020

- o. Resolution determining that pumps required for primary sludge processing at Wastewater Treatment Plant No. 3 cannot be reasonably obtained through the usual bidding procedures and authorizing the Finance Director to dispense with bidding therefor, not to exceed \$90,000.

RES 156-2020

- p. Dewatering PLC Upgrade for Wastewater Treatment Plant No. 3:
 1. Resolution dispensing with bidding procedure and authorizing Cannon Corporation (not to exceed \$100,000) to proceed with the repairs and upgrades needed for the dewatering PLC at WWTP 3.

RES 158-2020

2. Approval of agreement with Cannon Corporation (not to exceed \$100,000; until June 30, 2021) for providing parts and services required to upgrade dewatering PLC at WWTP 3.

AGR 2020-202

- q. Inspection, maintenance, and repair of the liquefied compressed natural gas (LCNG) fueling facilities located at the Corporation Yard and South Mt. Vernon Avenue:
 1. Resolution determining that inspection, maintenance and repair services for the liquefied compressed natural gas fueling facilities cannot be reasonably obtained through the usual bidding procedures and authorizing the Finance Director to dispense with bidding therefore and purchase: inspection, maintenance and repair services for the LCNG fueling facilities through Clean Energy.

RES 159-2020

8. CONSENT CALENDAR continued

ITEM 8.q. CONTINUED

2. Agreement with Clean Energy (not to exceed \$250,000 over a three-year term) to perform inspections, maintenance, and repairs of the LCNG fueling facilities.

AGR 2020-203

r. Expansion of Shot Spotter Gun Shot Detection System

1. Resolution determining that the ShotSpotter Gunshot Detection System cannot be reasonably obtained through the usual bidding procedures and authorizing the Finance Director to Dispense with Bidding, not to exceed \$669,900.

RES 160-2020

2. Three-year agreement with Shot Spotter Technology, Inc. (not to exceed \$669,900) to expand the ShotSpotter Gunshot Detection and Location System to cover an additional 3.19 square mile area.

AGR 2020-204

s. BJA FY 20 JAG/Byrne Grant:

1. Resolution to accept the terms of this grant award, and its required certifications and assurances.

RES 161-2020

2. Appropriate \$118,962 in Federal BJA FY 20 JAG/Byrne Grant from the Bureau of Justice Assistance to the Police Operating Budget within the General Fund to implement officer wellness programs and activities.

t. Resolution to add territory, Area 4-220 (2104 18th Street) to the Consolidated Maintenance District and approving, confirming, and adopting the Public Works Director's Report.

RES 162-2020

u. 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 4-222 (1316 Niles Street) – Ward 2

RES 163-2020

2. Area 5-99 (2122 S. Union Avenue) – Ward 7

RES 164-2020

8. CONSENT CALENDAR continued

- v. 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. 2061 adding Area 1-129 (SWC of Snow Road & Allen Road) – Ward 4
ROI 2061
 - 2. ROI No. 2062 adding Area 4-224 (1306, 1306B, 1308 Alta Vista Drive) – Ward 2
ROI 2062
 - 3. ROI No. 2063 adding Area 4-225 (20 S. H Street) – Ward 2
ROI 2063
- w. Revised Job Specifications, New Job Specifications and Change to Salary Schedule:
 - 1. Amendment No. 4 to Resolution No. 179-19 approving Memorandum of Understanding for employees of the Blue and White Collar Units and adopting salary schedule and related benefits for Wastewater Electrical & Instrumentation Technician I/II #14500/14510
RES 179-19(4)
 - 2. New Job Specification: Wastewater Electrical & Instrumentation Technician #14500/14510
 - 3. Job Specification Revisions: Plan Checker – Electrical Specialist #27020 and Plan Checker – Residential Specialist #27050

Agreements:

- x. Agreement with Madden Media (not to exceed \$71,797.87) for production, print and delivery of a new visitors guide.
AGR 2020-205
- y. Memorandum of Understanding with Caltrans for a future Freeway Maintenance Agreement and Electrical Maintenance Agreement in connection with the Westside Parkway adoption into the State Highway System.
AGR 2020-206

8. CONSENT CALENDAR continued

- z. Agreement with Dewberry Architects Inc. (not to exceed \$300,000), to provide an assessment of the current and future space needs of Bakersfield Police Department facilities.

AGR 2020-207

- aa. Relinquishment Agreement with the Department of Transportation (Caltrans) for SR-58 (Rosedale Highway) in connection with the adoption of a portion of Stockdale Highway and the Westside Parkway into the State Highway System.

AGR 2020-208

- ab. Agreement with Kern County Water Agency Improvement District No. 4 (not to exceed \$400,000) for a Dry Year Water Supply.

AGR 2020-209

- ac. Agreement with AECOM Technical Services, Inc. (\$110,000; until September 30, 2022), to provide design and engineering services for Wastewater Treatment Plant No. 3 Flare Replacement Project.

AGR 2020-210

- ad. Agreement between Flood Bakersfield Inc. (FLOOD) for \$264,480 of Community Development Block Grants (CDBG) funds for homeless outreach services in coordination with Bakersfield Police Department and the Rapid Response Team.

AGR 2020-211

- ae. Agreements for 2020 State Homeless Housing, Assistance, and Prevention Services (HHAP):

- 1. Kern County Superintendent of Schools (\$268,254), Case Management, 1300 17th Street, Bakersfield, CA 93301

AGR 2020-212

- 2. Community Action Partnership of Kern (\$42,000), Coordinated Entry System, 5005 Business Park N, Bakersfield, CA 93309

AGR 2020-213

- af. Agreement with the Greater Bakersfield Chamber of Commerce (\$100,034) to provide small business COVID-19 assistance and support services.

AGR 2020-214

8. **CONSENT CALENDAR** continued

- ag. Agreement with the Kern County Hispanic Chamber of Commerce (\$110,000) to provide small business COVID-19 assistance and support services.

AGR 2020-215

- ah. Agreement with the Kern Community Foundation (\$113,692) for COVID-19 non-profit assistance and support services.

AGR 2020-216

- ai. Agreement with Old Gold Ventures, Inc. (\$111,000), in collaboration with the Kern County Black Chamber of Commerce to provide small business COVID-19 assistance and support services.

AGR 2020-217

- aj. Amendment No. 1 to Agreement No. 19-046 with LeSar Development Consultants (extend the term) for the preparation of the 2020-2025 Consolidated Plan.

AGR 2020-218

- ak. Amendment No. 1 to Agreement No. CA18-011 with Clifford & Brown (\$60,000; revised not to exceed \$100,000) to provide outside legal services in the matter of Sergio Hernandez, individually, Lisa Marie Hernandez, individually, Teresa Alicia Hernandez, individually, Maritsa Yvette Hernandez, by and through her Guardian Ad Litem, Sergio Hernandez, and Marko Virgen Hernandez, by and through his Guardian Ad Litem, Sergio Hernandez vs. Garry Vansant; City of Bakersfield; County of Kern, and Does 1 to 100, inclusive.

AGR 2020-219

- al. Bakersfield Sanitary Landfill:

1. Amendment No. 1 to Agreement No. 2020-037 with American International Environmental, Inc. (\$165,000; revised not to exceed \$365,000 and extend term to June 30, 2021), for Landfill Gas System Services.

AGR 2020-037(1)

2. Appropriate \$120,000 Refuse Enterprise Fund Balance to the Public Works Department Capital Improvement Budget to fund a Capital Improvement Project for construction of a carbon filtration system at the City's landfill.

8. CONSENT CALENDAR continued

- am. Amendment No. 1 to Agreement No. 2020-058 with Olaguez Transport, (\$510,000; revised not to exceed \$910,000) to continue the service of hauling wood chips.

AGR 2020-058(1)

- an. Amendment No. 2 to Agreement No. 18-179 with JCI Jones Chemicals, Inc. (\$20,000; revised not to exceed \$140,000), to continue the supply of sodium hypochlorite.

AGR 18-179(2)

- ao. Amendment No. 2 to Agreement No. 18-180 with Cen-Cal Construction Inc., (\$400,000; revised not to exceed \$1,200,000; extend term one year), to continue the service of canal liner repair.

AGR 18-180(2)

- ap. Amendment No. 5 to Agreement No. 18-103 with Metropolitan Recycling LLC., (extending the term to March 12, 2021), to allow the continuance of accepting comingled recyclable materials.

AGR 18-103(5)

- aq. Contract Change Order No. 4 to Agreement No. 18-211 with Security Paving Company, Inc. (\$133,500; revised not to exceed \$10,507,843.29), for the Manor Street Bridge over Kern River Project.

AGR 18-211 CCO 4

Bids:

- ar. CBK-53 Facilities:

1. Accept bid and award contract to Unified Field Services Corporation (not to exceed \$908,815) to construct the Project.

AGR 2020-219

2. Award Consultant Agreement with Michael K. Nunley and Associates, Inc. (not to exceed \$159,356), for Construction Management Services.

AGR 2020-220

- as. Accept bid and approve contract with Pipe and Plant Solutions, Inc. (\$757,740), for Sewer Cleaning Along Buena Vista Road and McCutchen Road-Phase 1.

AGR 2020-221

8. CONSENT CALENDAR continued

- at. Accept bid and approve contract with W. M. Lyles Co. (\$710,800), for Digester Mixing Pumps & Sludge Recirculation Pumps Replacement Project for the Wastewater Division.

AGR 2020-222

- au. Accept bid and approve contract with HF&H Consultants, LLC (not to exceed \$75,000; until July 1, 2021) for the Wastewater Revenue Program Study Update Project.

AGR 2020-223

Miscellaneous:

- av. Job Specification Revision:
 - 1. Job Specification Revision: Assistant City Manager #89120
 - 2. Job Specification Revision: Assistant to the City Manager #89330
- aw. Authorization for the City Manager to negotiate and execute an agreement with the Kern Community Foundation for COVID19 related community awareness and outreach activities in an amount not to exceed \$700,000.

AGR 2020-224

Successor Agency Business:

- ax. Receive and file Successor Agency payments from September 11, 2020, to October 8, 2020, in the amount of \$129,062.50.

Public Safety/Vital Services Measure:

- ay. Resolution determining that Point Blank® level IIIA body armor cannot be reasonably obtained through the usual bidding procedures and authorizing the Finance Director to dispense with bidding thereof, not to exceed \$99,000.

RES 164-2020

- az. Purchase of mobile and portable public safety radios:
 - 1. Resolution dispensing with formal bidding procedure in the purchase of JVC Kenwood mobile radios for the Bakersfield Police Department from Applied Technologies Group, Inc. and authorizing the use of a cooperative procurement contract pursuant to Bakersfield municipal code 3.20.060(D)(7) for the purchase of the radios in an amount not to exceed \$100,000.

RES 165-2020

8. CONSENT CALENDAR continued

ITEM 8.az. CONTINUED

2. Resolution dispensing with formal bidding procedure in the purchase of JVC Kenwood portable radios for the Bakersfield Police Department from Applied Technologies Group, Inc. and authorizing the use of a cooperative procurement contract pursuant to Bakersfield municipal code 3.20.060(D)(7) for the purchase of the radios in an amount not to exceed \$100,000.

RES 166-2020

- ba. Agreement with Golden Empire Affordable Housing Inc. II (not to exceed \$1,500,000), to acquire and rehabilitate the Decatur Hotel into 27 units of affordable housing.

AGR 2020-225

- bb. Agreement with Dan Mayberrys Pipeline Construction (not to exceed \$49,060) for the installation of domestic and fire water lines for the Brundage Lane Navigation Center (BLNC).

AGR 2020-226

- bc. Amendment No. 1 to Agreement No. 2020-101 with the Housing Authority of Kern County for the construction of 28 units of affordable housing.

AGR 2020-101(1)

- bd. Contract Change Order No. 1 to Agreement No. 2020-148 with San Joaquin Interior, Inc. (\$24,684; revised not to exceed \$72,614), for the additional installation of floor covering and base, and the need for extensive floor repairs.

AGR 2020-148 CCO 1

Assistant City Clerk Legge announced a staff memorandum was received regarding item 8.g., transmitting correspondence; a memorandum regarding item 8.u., correcting the Ward for the location of the maintenance district area; and an additional staff memorandum was received regarding item 8.al., revising the subject line to reflect the correct amount being amended in the agreement.

Councilmember Freeman requested item 8.g. be removed for separate consideration.

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

8. **CONSENT CALENDAR** continued

Motion by Vice-Mayor Parlier to adopt Consent Calendar items 8.a. through 8.bd., with the removal of items 8.g. and 8.i. for separate consideration. Motion passed.

- g. Adoption of the following ordinances adding a Section and amending various Sections of the Bakersfield Municipal Code: **(FR 9/23/2020)**
1. Amending Section 6.08 relating to Fowl and Adding Section 6.09 relating to Hens.
ORD 5023
 2. Amending Section 6.04.230 relating to Keeping of Noisy Animals.
ORD 5024
 3. Amending Section 6.20.010 relating to Maiming, Injuring or Killing of Animals.
ORD 5025
 4. Amending Section 15.68.070 relating to Dogs, Pets, and Livestock at Mobile Park Homes.
ORD 5026
 5. Amending Section 17.10.020 relating to R-1 One-Family Dwelling Zone.
ORD 5027
 6. Amending Section 17.12.010 relating to Residential Suburban Zones.
ORD 5028
 7. Amending Section 17.19.020 relating to RH (Residential Holding) Zone.
ORD 5029
 8. Amending Section 17.31.020 relating to M-3 (Heavy Industrial) Zone.
ORD 5030
 9. Amending Section 17.32.020 of the Bakersfield Municipal Code relating to A Agricultural Zone.
ORD 5031

8. CONSENT CALENDAR continued

ITEM 8.g. CONTINUED

Motion by Councilmember Smith to adopt Consent Calendar item 8.g. Motion passed with Vice-Mayor Parlier, Councilmember Weir, and Councilmember Freeman voting no.

- i. Resolution in support of Proposition 20, the Criminal Sentencing, Parole, and DNA Collection Initiative.

RES 150-2020

Motion by Vice-Mayor Parlier to adopt Consent Calendar item 8.i. Motion passed.

9. CONSENT CALENDAR PUBLIC HEARINGS

(Staff recommends conducting Consent Calendar Public Hearing and approving staff recommendations.)

None.

10. HEARINGS

- a. Public Hearing to consider a resolution ordering the vacation of the north/south alley adjacent to and east of 266 Jefferson Street.
(Staff recommends adoption of the resolution.)

RES 151-2020

Public Works Director Fidler made staff comments.

Hearing item 10.a. opened at 8:21 p.m.

No one spoke.

Hearing item 10.a. closed at 8:22 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

Vice-Mayor Parlier requested staff request a presentation from Kern County Mosquito and Vector Control regarding their mitigation plan for the recent increase in mosquitos.

Vice-Mayor Parlier requested staff identify a plan to deal with abandoned or loose hens.

Vice-Mayor Parlier expressed appreciation to staff on the opening of the Brundage Lane Navigation Center.

Councilmember Sullivan requested staff address the landscaping on California Avenue and Truxtun Avenue; and suggested the use of artificial turf.

Vice-Mayor Parlier requested staff also look at the landscaping maintenance in the Auto Mall corridor.

Mayor Goh announced that the Institute for Local Government awarded the City of Bakersfield the 2020 Beacon Spotlight Award at the League of California Cities Annual Conference.

15. ADJOURNMENT

Mayor Goh adjourned the meeting at 8:28 p.m.

KAREN GOH
MAYOR of the City of Bakersfield

ATTEST:

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

ADMINISTRATIVE REPORT

MEETING DATE: 11/4/2020

Consent – Payments b.

TO: Honorable Mayor and City Council

FROM: Randy McKeegan, Finance Director

DATE: 10/23/2020

WARD:

SUBJECT: Receive and file department payments from October 9, 2020 to October 22, 2020 in the amount of \$23,149,708.10 Self Insurance payments from October 9, 2020 to October 22, 2020, in the amount of \$331,161.16, totaling \$23,480,869.26.

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 11-4-2020	Backup Material
2-EAP Check Register Admin 11-4-2020	Backup Material

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
713966	28	A C ELECTRIC COMPANY	Oct 15, 2020	3,809.88
713967	31158	A C RECYCLING	Oct 15, 2020	5,000.00
713968	67	ACME POOL SUPPLY	Oct 15, 2020	292.25
713969	10037	MISCELLANEOUS TRUST VENDOR	Oct 15, 2020	15.00
713970	81	ADVANCED DATA STORAGE INC	Oct 15, 2020	26.25
713971	78	ADVANCED DISTRIBUTION CO	Oct 15, 2020	2,152.14
713972	28831	ADVANCED INDUSTRIAL SERVICES	Oct 15, 2020	6,499.60
713973	21341	AEG MANAGEMENT BAKERSFIELD LLC	Oct 15, 2020	12,763.07
713974	30967	AERO-GRAPHICS INC	Oct 15, 2020	23,722.00
713975	17100	AEROS ENVIRONMENTAL INC	Oct 15, 2020	2,315.00
713976	30989	AIMS C/O HANNA BROPHY MACLEAN	Oct 15, 2020	445.50
713977	30990	AIMS C/O YRULEGUI & ROBERTS APC	Oct 15, 2020	580.00
713978	18426	ALBERTSON, KEVIN	Oct 15, 2020	261.26
713979	160	ALL THAT LETTERING SIGN COMPNY	Oct 15, 2020	150.00
713980	30572	ALLIANT INSURANCE SERVICES, INC	Oct 15, 2020	11,583.00
713981	30846	AMERICAN INTERNATIONAL ENVIRONMENTA	Oct 15, 2020	17,578.00
713982	29967	ANGELONI, MICHAEL	Oct 15, 2020	466.00
713983	30928	ARAMARK	Oct 15, 2020	555.26
713984	28692	ARVIZU, CARLOS	Oct 15, 2020	391.00
713985	6125	AT&T LONG DISTANCE	Oct 15, 2020	120.00
713986	520	AUTO TINT WEST INC	Oct 15, 2020	141.68
713987	652	B A C S CO	Oct 15, 2020	496.27
713988	675	BAKERSFIELD CALIFORNIAN	Oct 15, 2020	1,240.02
713989	10320	BAKERSFIELD HOMELESS CENTER	Oct 15, 2020	29,252.61
713990	13592	BAKERSFIELD IRRIGATION	Oct 15, 2020	103.83
713991	618	BAKERSFIELD PLASTICS INC	Oct 15, 2020	757.75
713992	971	BAKERSFIELD PLUMBING CO INC	Oct 15, 2020	299.74
713993	70249	BAKERSFIELD PLUMBING CO INC	Oct 15, 2020	800.00
713994	841	BAKERSFIELD RUBBER STAMP CO	Oct 15, 2020	359.66
713995	850	BAKERSFIELD SENIOR CENTER	Oct 15, 2020	17,855.93
713996	945	BARNETT'S TOWING SERVICE INC	Oct 15, 2020	37.00
713997	70607	BECERRA, LUIS	Oct 15, 2020	800.00
713998	31157	BELLO, CARLOS	Oct 15, 2020	2,526.00
713999	21172	BLACKHOLE TECHNOLOGIES INC	Oct 15, 2020	530.30
714000	28865	BLUE SHIELD OF CALIFORNIA	Oct 15, 2020	628,924.35
714001	15538	BOLLES NURSERY LANDSCAPE	Oct 15, 2020	1,501.50
714002	18692	BOUND TREE MEDICAL LLC	Oct 15, 2020	1,362.34
714003	31011	BRENDA JEANS SOBER LIVING FACILITY	Oct 15, 2020	500.00
714004	19303	BRIGHT HOUSE NETWORKS	Oct 15, 2020	114.59
714005	22054	BROKEN DRUM INSULATION BAKERSFIELD	Oct 15, 2020	1,150.70
714006	16565	BTE COMMUNICATIONS	Oct 15, 2020	205.69
714007	22549	BUDAK, KRISTINA	Oct 15, 2020	248.00
714008	10267	BUDGET BOLT INC	Oct 15, 2020	238.08
714009	22565	BURTCH CONSTRUCTION INC	Oct 15, 2020	43,319.04
714010	27074	CEN-CAL CONSTRUCTION INC	Oct 15, 2020	24,888.00
714011	1888	CHAMPION HARDWARE	Oct 15, 2020	248.52
714012	19804	CHIANELLO, ART	Oct 15, 2020	344.00
714013	11937	CITY OF BAKERSFIELD	Oct 15, 2020	265.00
714014	29127	CLARK, DERRICK	Oct 15, 2020	43.70
714015	11167	COLES ENVIRONMENTAL	Oct 15, 2020	1,658.00
714016	25259	COMMERCIAL CLEANING SYSTEMS INC	Oct 15, 2020	6,958.33
714017	17891	CONTROLLED MOTION SOLUTIONS INC	Oct 15, 2020	540.75
714018	2191	COOK'S COMPUTER MAINTENANCE	Oct 15, 2020	5,000.00
714019	4433	COUNTY OF KERN ENVIRONMENTAL	Oct 15, 2020	2,460.00
714020	31088	CRADLEPOINT INC	Oct 15, 2020	246.08

FROM 10/09/2020 to 10/22/2020

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
714021	10285	CRIDER CONSTRUCTION INC	Oct 15, 2020	2,019.97
714022	23132	CUEVAS, ADAN	Oct 15, 2020	160.00
714023	27218	CUMMINS PACIFIC LLC	Oct 15, 2020	13.14
714024	30987	CUSTOM AIRE	Oct 15, 2020	2,475.00
714025	14582	DAVE BANG ASSOCIATES INC	Oct 15, 2020	7,776.07
714026	25337	DAVES FLEET MAINT & TOWING INC	Oct 15, 2020	37.00
714027	4140	DAVID JANES COMPANY	Oct 15, 2020	1,103.65
714028	24854	DEWEY PEST CONTROL INC	Oct 15, 2020	665.00
714029	25742	DISCOUNT RADIATOR CENTER	Oct 15, 2020	125.00
714030	21979	DUCKWORTH, TONY	Oct 15, 2020	92.00
714032	25689	DXP ENTERPRISES INC	Oct 15, 2020	21,310.39
714033	31159	E-REALTY & MANAGEMENT	Oct 15, 2020	5,000.00
714034	16511	EAN SERVICES LLC	Oct 15, 2020	3,167.07
714035	30847	ELK GROVE AUTO GROUP	Oct 15, 2020	35,731.25
714036	30144	EMTS INC	Oct 15, 2020	5,192.00
714037	2901	FEDEX	Oct 15, 2020	13.78
714038	2911	FERGUSON, ANDREW	Oct 15, 2020	466.00
714039	13056	FICK, MARK	Oct 15, 2020	150.00
714040	19657	FIRST CHOICE SERVICES INC	Oct 15, 2020	11.13
714041	2980	FISHER SCIENTIFIC	Oct 15, 2020	1,418.47
714042	10037	MISCELLANEOUS TRUST VENDOR	Oct 15, 2020	200.00
714043	3120	FRED C GILBERT CO	Oct 15, 2020	75.55
714044	3213	GALLS, LLC	Oct 15, 2020	719.86
714045	308	GARDENERS SUPPLY INC	Oct 15, 2020	347.49
714046	21974	GARDNER, REGINALD	Oct 15, 2020	164.45
714047	29093	GARZA, ERIK	Oct 15, 2020	108.25
714048	25779	GCI EQUIPMENT RENTAL	Oct 15, 2020	215.42
714049	28064	GENERAL TREE SERVICE INC	Oct 15, 2020	9,692.00
714050	31160	GLAM'D BEAUTY	Oct 15, 2020	5,000.00
714051	3403	GOLDEN STATE PETERBILT	Oct 15, 2020	2,091.31
714052	26862	GONZALEZ, JOSE G	Oct 15, 2020	34.50
714053	31161	GREAT ADVANTAGE SLS, INC	Oct 15, 2020	15,000.00
714054	24247	GREGS PETROLEUM SERVICES INC	Oct 15, 2020	4,834.60
714055	29972	GUARDADO, ALAN	Oct 15, 2020	466.00
714056	30000	H&H AUTO PARTS WHOLESALE	Oct 15, 2020	145.34
714057	3593	HALL LETTER SHOP	Oct 15, 2020	1,595.34
714058	30391	HOME DEPOT PRO	Oct 15, 2020	2,821.09
714059	24315	HOUSE OF STONE INC	Oct 15, 2020	5,335.00
714060	29894	HUMAN SOLUTION	Oct 15, 2020	869.25
714061	27898	IES ENGINEERING/INNOVATIVE ENG SYS	Oct 15, 2020	6,305.07
714062	3968	INDUSTRIAL FLAMESPRAYING & GRINDING	Oct 15, 2020	1,159.28
714063	19632	INSIGHT ENVIRONMENTAL CONSULTANTS	Oct 15, 2020	218.75
714064	14936	INTERNATIONAL CODE COUNCIL	Oct 15, 2020	63.22
714065	27701	JACKSON, DEMETRIUS	Oct 15, 2020	160.00
714066	31162	JASON EGBERT	Oct 15, 2020	5,000.00
714067	147	JIM ALFTER CEMENT CONTRACTOR	Oct 15, 2020	112,112.06
714068	29624	JIMS STEEL SUPPLY	Oct 15, 2020	363.18
714069	26622	JOHNSON CONTROLS SECURITY SOLUTIONS	Oct 15, 2020	140.62
714070	4226	JOHNSTONE SUPPLY OF BAKERSFIELD	Oct 15, 2020	1,822.72
714071	4243	JORGENSEN & CO	Oct 15, 2020	225.99
714072	28989	K & I SERVICES INC	Oct 15, 2020	8,000.00
714073	19554	K & R TOWING	Oct 15, 2020	37.00
714074	4550	K C S O S	Oct 15, 2020	2,197,739.67
714075	12857	KAISER PERMANENTE	Oct 15, 2020	36,295.15
714076	10294	KERN BUILDING MATERIAL INC	Oct 15, 2020	183.55

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
714077	4435	KERN COUNTY CLERKS	Oct 15, 2020	300.00
714078	30732	KERN COUNTY FORENSIC SERVICES LLC	Oct 15, 2020	9,600.00
714079	4529	KERN COUNTY PUBLIC WORKS	Oct 15, 2020	199,107.83
714080	4577	KERN DELTA WATER DIST	Oct 15, 2020	5,443.02
714081	25735	KERN MASONRY STRUCTURES INC	Oct 15, 2020	36,168.95
714082	4701	KERN SPRINKLER LANDSCAPING INC	Oct 15, 2020	2,055.00
714083	4740	KERN TURF SUPPLY	Oct 15, 2020	2,652.13
714084	4861	KISCO SALES INC	Oct 15, 2020	259.49
714085	27461	KISER, CALEB	Oct 15, 2020	466.00
714086	70618	KLASSEN & SMITH CONSTRUCTION	Oct 15, 2020	600.00
714087	4277	KME FIRE APPARATUS	Oct 15, 2020	1,258.70
714088	26294	KRONOS INCORPORATED	Oct 15, 2020	90.00
714089	30293	L&W SUPPLY CORPORATION	Oct 15, 2020	75.16
714090	10037	MISCELLANEOUS TRUST VENDOR	Oct 15, 2020	10.00
714091	26753	LAWMENS & SHOOTERS SUPPLY INC	Oct 15, 2020	781.13
714092	22408	LEHR AUTO ELECTRIC	Oct 15, 2020	1,328.15
714093	1030	LEXISNEXIS MATTHEW BENDER	Oct 15, 2020	201.45
714094	25066	LEXISNEXIS RISK DATA MGMT	Oct 15, 2020	2,452.70
714095	5133	LOOP ELECTRIC INC	Oct 15, 2020	3,600.00
714096	23764	LYNN CAPOUYA INC	Oct 15, 2020	10,067.01
714097	18492	M & S SECURITY SERVICES	Oct 15, 2020	7,296.00
714098	28310	M-I LLC	Oct 15, 2020	31,144.21
714099	30039	MAINTENANCE SERVICES INC	Oct 15, 2020	1,410.58
714100	31163	MAKENZIE PHOTOGRAPHY	Oct 15, 2020	5,000.00
714101	26124	MARANATHA LANDSCAPE INC	Oct 15, 2020	300.00
714102	31164	MARJORIE MARTINEZ REALTOR	Oct 15, 2020	5,000.00
714103	18657	MCAFEE, DANIEL	Oct 15, 2020	122.00
714104	22563	MCCROMETER INC	Oct 15, 2020	1,699.59
714105	27490	MCINTYRE, FRANK	Oct 15, 2020	391.00
714106	28760	MEDIWASTE DISPOSAL LLC	Oct 15, 2020	259.00
714107	7064	MERCHANTS PRINTING & ENVELOPE	Oct 15, 2020	2,084.94
714108	12748	MERRIMAN HURST & ASSOCIATES INC	Oct 15, 2020	2,500.00
714109	14119	METRO RECORD STORAGE INC	Oct 15, 2020	18.00
714110	18520	METROPOLITAN RECYCLING LLC	Oct 15, 2020	5,040.80
714111	19252	MEYER CIVIL ENGINEERING INC	Oct 15, 2020	56,327.70
714112	31165	MICHAEL GENERAL CONTRACTORS INC	Oct 15, 2020	5,000.00
714113	1316	MICHELIN NORTH AMERICA INC	Oct 15, 2020	2,547.10
714114	31166	MIRACLE CLEANING	Oct 15, 2020	0.00
714115	25111	MIWALL CORPORATION	Oct 15, 2020	869.35
714116	31167	MONTOYA'S GARDENING INC	Oct 15, 2020	5,000.00
714117	19305	MOORE IACOFANO GOLTSMAN INC (MIG)	Oct 15, 2020	19,120.00
714118	26101	MULOCK FAMILY TRUST	Oct 15, 2020	323.40
714119	25752	NISHIKAWA PROPERTY MAINTENANCE INC	Oct 15, 2020	7,139.00
714120	5912	NIXON-EGLI EQUIPMENT CO	Oct 15, 2020	545.22
714121	25647	NUNEZ, JOSE J.	Oct 15, 2020	160.00
714122	28687	NV5 INC	Oct 15, 2020	96,178.91
714123	3910	O'CONNOR PEST CONTROL	Oct 15, 2020	625.00
714124	30937	OFFICE1	Oct 15, 2020	1,256.86
714125	30905	OLAGUEZ TRANSPORT	Oct 15, 2020	7,525.00
714126	31168	OLYMPIAN OVERHEAD DOORS	Oct 15, 2020	5,000.00
714127	10361	OPEN & SHUT ENTERPRISES	Oct 15, 2020	85.00
714128	554	OUTDOOR CREATIONS INC	Oct 15, 2020	2,570.94
714129	22301	OVERLAND PACIFIC & CUTLER INC	Oct 15, 2020	26.25
714130	10495	OWENS, BILLY	Oct 15, 2020	72.45
714131	29655	P & A ADMINISTRATION SERVICES INC	Oct 15, 2020	353.35

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
714132	6448	P T O SALES CORP / TRUCKPRO LLC	Oct 15, 2020	87.97
714133	6122	PACIFIC POWER INC	Oct 15, 2020	418.47
714134	17052	PAQUETTE, DAVID	Oct 15, 2020	20.70
714135	28058	PARLIER, CHRIS	Oct 15, 2020	739.24
714136	24029	PAYLESS TOWING	Oct 15, 2020	37.00
714137	25270	PENINSULA MESSENGER INC	Oct 15, 2020	493.85
714138	11272	PEOPLE FACTS LLC	Oct 15, 2020	21.67
714139	22384	PEREZ, JESSE	Oct 15, 2020	391.00
714140	25424	PET WASTE ELIMINATOR	Oct 15, 2020	866.00
714141	30214	PETRIS, RANDY	Oct 15, 2020	391.00
714142	6376	PIONEER PAINT	Oct 15, 2020	2,189.42
714143	244	PNEUMATIC CONTROL INC.	Oct 15, 2020	4,718.49
714144	28405	PRATT, CHARLES	Oct 15, 2020	2,960.00
714145	6555	QUINN COMPANY INC	Oct 15, 2020	289.28
714146	31036	RADIUS INDUSTRIAL LLC	Oct 15, 2020	15,458.19
714147	6653	RAIN FOR RENT INC	Oct 15, 2020	327,821.98
714148	6664	RAMOS, MARTIN	Oct 15, 2020	156.85
714149	31156	RANBIR SHERGILL	Oct 15, 2020	2,661.00
714150	20713	RANDY'S TOWING LLC	Oct 15, 2020	74.00
714151	6682	RAYMONDS TROPHY AND AWARDS	Oct 15, 2020	55.69
714152	28480	READY REFRESH	Oct 15, 2020	167.41
714153	30460	REDFLEX TRAFFIC SYSTEMS INC	Oct 15, 2020	62,333.99
714154	70025	ROBO PLUMBING	Oct 15, 2020	400.00
714155	22689	RODRIGUE, STEVEN	Oct 15, 2020	60.38
714156	6915	ROUND-UP FEED AND PET SUPPLY	Oct 15, 2020	211.24
714157	31152	SAMANO, VICKY	Oct 15, 2020	92.00
714158	12665	SAN JOAQUIN FENCE & SUPPLY	Oct 15, 2020	11,931.68
714159	27361	SC FUELS	Oct 15, 2020	1,664.76
714160	22839	SECURITY PAVING CO, INC	Oct 15, 2020	59,104.40
714161	22839	SECURITY PAVING CO, INC	Oct 15, 2020	4,897,979.64
714162	22839	SECURITY PAVING CO, INC	Oct 15, 2020	1,613,665.84
714163	11090	SHERWIN WILLIAMS COMPANY	Oct 15, 2020	41.98
714164	25246	SIGLER INC	Oct 15, 2020	3,035.12
714165	31169	SILVERBACQ LLC	Oct 15, 2020	5,000.00
714166	11907	SPARKLETTS/SIERRA SPRINGS	Oct 15, 2020	378.74
714167	31170	SPOTLESS CARPET CLEANING	Oct 15, 2020	5,000.00
714168	29986	STANDARD PLUMBING SUPPLY DBA FLOYDS	Oct 15, 2020	181.96
714169	25604	STAY GREEN INC	Oct 15, 2020	1,320.00
714170	16685	STIERN VETERINARY HOSPITAL	Oct 15, 2020	599.34
714171	20245	STRATTON, BRENT	Oct 15, 2020	153.00
714172	7727	SUN BADGE CO	Oct 15, 2020	147.94
714173	10037	MISCELLANEOUS TRUST VENDOR	Oct 15, 2020	570.00
714174	29458	SUPERION, LLC	Oct 15, 2020	322.60
714175	7750	SURFACE PUMPS INC	Oct 15, 2020	3,176.19
714176	31123	TABLEAU SOFTWARE LLC	Oct 15, 2020	840.00
714177	25853	TAGRS LLC	Oct 15, 2020	4,524.00
714178	70619	TAIT & ASSOCIATES, INC	Oct 15, 2020	12,000.00
714179	29053	TATES JANITORIAL SERVICE	Oct 15, 2020	792.00
714180	276	TAYLOR EQUIPMENT & REPAIR, INC	Oct 15, 2020	1,949.29
714181	27973	TEMPEST INTERACTIVE MEDIA LLC	Oct 15, 2020	200.00
714182	17153	TERMINIX INTERNATIONAL INC	Oct 15, 2020	77.00
714183	12103	TERRY, GREG	Oct 15, 2020	153.00
714184	20691	THE CRUISE PORT	Oct 15, 2020	5,000.00
714185	14693	THE LIFEGUARD STORE	Oct 15, 2020	432.00
714186	8069	TOLBERT, RICHARD	Oct 15, 2020	139.83

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
714187	21369	TRANS-WEST SECURITY INC	Oct 15, 2020	14,155.25
714188	21305	TREK DIGITAL PRODUCTS INC	Oct 15, 2020	4,167.46
714189	31171	TRINITY MEDICAL TRANSPORT CORP	Oct 15, 2020	5,000.00
714190	70200	TRINITY SAFETY CO	Oct 15, 2020	444.61
714191	8193	TURK, MARK	Oct 15, 2020	24.15
714192	29109	UNIFIED FIELD SERVICES CORPORATION	Oct 15, 2020	193,425.23
714193	29221	UNITED CONCORDIA DENTAL PLANS OF CA	Oct 15, 2020	5,069.56
714194	31172	UPSIDE PRODUCTIONS	Oct 15, 2020	5,000.00
714195	20247	URSERY, KYLE	Oct 15, 2020	391.00
714196	23036	VAN FOSSEN, TIFFANY	Oct 15, 2020	110.01
714197	26060	VANGUARD CLEANING SYSTEMS INC	Oct 15, 2020	576.75
714198	31173	VINTAGE CUTZ BARBER SHOP	Oct 15, 2020	5,000.00
714199	30432	V3 COMPANIES LTD	Oct 15, 2020	2,977.03
714200	19776	WEST PAYMENT CENTER	Oct 15, 2020	1,792.96
714201	18790	WINSTON WATER SERVICES	Oct 15, 2020	845.00
714202	11228	WOOD & RANDALL INC	Oct 15, 2020	500.00
714203	9244	ZEP MANUFACTURING COMPANY	Oct 15, 2020	847.40
714204	26366	ZOOM ENTERPRISES INC	Oct 15, 2020	5,000.00
714205	25879	ZOOM IMAGING SOLUTIONS, INC.	Oct 15, 2020	483.95
714206	28854	3C PAYMENT (USA) CORP	Oct 15, 2020	100.00
714207	30990	AIMS C/O YRULEGUI & ROBERTS APC	Oct 15, 2020	101.50
714209	8530	AMERIPRIDE UNIFORM SERVICES	Oct 15, 2020	2,632.91
714210	16602	ASCE MEMBERSHIP	Oct 15, 2020	300.00
714211	16501	BAKERSFIELD ART FOUNDATION INC	Oct 15, 2020	50,000.00
714212	11684	BAKERSFIELD CALIFORNIAN	Oct 15, 2020	263.87
714213	10320	BAKERSFIELD HOMELESS CENTER	Oct 15, 2020	26,542.89
714214	557	BARC	Oct 15, 2020	13,333.33
714219	21172	BLACKHOLE TECHNOLOGIES INC	Oct 15, 2020	3,335.16
714220	28382	BR FROST COMPANY	Oct 15, 2020	34,721.31
714224	1696	CALIFORNIA WATER SERVICE	Oct 15, 2020	135,959.92
714225	11937	CITY OF BAKERSFIELD	Oct 15, 2020	335.83
714226	17023	CITY OF BAKERSFIELD	Oct 15, 2020	10,070.00
714227	21617	DEPT OF TOXIC SUBSTANCES CONTROL	Oct 15, 2020	16,453.00
714228	2714	EAST NILES COMMUNITY SERVICES	Oct 15, 2020	2,329.04
714229	26312	EPIC AVIATION INC	Oct 15, 2020	49.05
714230	20649	FLOYD JOHNSTON CONSTRUCTION INC	Oct 15, 2020	62,072.05
714233	3358	GILLIAM & SONS INC	Oct 15, 2020	219,949.23
714235	3427	GRAINGER INC, W W	Oct 15, 2020	4,291.38
714237	3450	GRANITE CONSTRUCTION INC	Oct 15, 2020	104,769.53
714245	7933	HOME DEPOT	Oct 15, 2020	17,186.64
714246	4494	KERN COUNTY CLERK	Oct 15, 2020	50.00
714251	4740	KERN TURF SUPPLY	Oct 15, 2020	12,354.00
714252	5118	LOCAL AGENCY FORMATION COMMISS	Oct 15, 2020	944.00
714253	5118	LOCAL AGENCY FORMATION COMMISS	Oct 15, 2020	944.00
714254	5118	LOCAL AGENCY FORMATION COMMISS	Oct 15, 2020	100.00
714255	5118	LOCAL AGENCY FORMATION COMMISS	Oct 15, 2020	944.00
714258	15624	LOWE'S HOME IMPROVEMENT	Oct 15, 2020	5,956.67
714259	18230	OILDALE MUTUAL WATER COMPANY	Oct 15, 2020	46.65
714260	13860	RUETTIGERS & SCHULER CIVIL ENG	Oct 15, 2020	14,437.50
714261	22839	SECURITY PAVING CO, INC	Oct 15, 2020	251,853.00
714262	7096	SJVAPCD	Oct 15, 2020	1,280.00
714263	7509	SOCALGAS	Oct 15, 2020	87.50
714267	10428	UNITED REFRIGERATION INC	Oct 15, 2020	4,314.54
714268	8611	VAUGHN WATER CO., INC.	Oct 15, 2020	11,964.03
714269	30287	WEX BANK	Oct 15, 2020	969.68

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714270	10204	ASSOCIATION BKFD POLICE OFFICER FCU	Oct 16, 2020	16,568.11
714271	10211	BAKERSFIELD FIREMEN	Oct 16, 2020	12,338.34
714272	10200	BAKERSFIELD FIREMEN RELIEF ASS	Oct 16, 2020	7,977.32
714273	10203	BAKERSFIELD POLICE BENEFIT	Oct 16, 2020	25,797.23
714274	10205	MUTUAL BENEFIT ASSOCIATION	Oct 16, 2020	1,795.36
714275	26810	RELIASTAR LIFE INSURANCE CO	Oct 16, 2020	2,534.69
714276	12665	SAN JOAQUIN FENCE & SUPPLY	Oct 16, 2020	15,870.00
714277	22324	SEIU LOCAL 521	Oct 16, 2020	16,176.85
714278	497	A T & T	Oct 22, 2020	125.00
714279	537	A T & T	Oct 22, 2020	1,179.62
714280	537	A T & T	Oct 22, 2020	784.78
714281	537	A T & T	Oct 22, 2020	2,327.24
714282	20576	ACTION GLASS INC	Oct 22, 2020	2,704.73
714283	81	ADVANCED DATA STORAGE INC	Oct 22, 2020	116.38
714284	28831	ADVANCED INDUSTRIAL SERVICES	Oct 22, 2020	3,934.98
714285	25365	AECOM TECHNICAL SERVICES INC	Oct 22, 2020	564,171.50
714286	21341	AEG MANAGEMENT BAKERSFIELD LLC	Oct 22, 2020	3,032.12
714287	30967	AERO-GRAPHICS INC	Oct 22, 2020	70,776.00
714288	160	ALL THAT LETTERING SIGN COMPNY	Oct 22, 2020	415.00
714289	23588	ALUMINUM CHUCK WAGON	Oct 22, 2020	246.25
714290	27366	AMERICAN MESSAGING	Oct 22, 2020	216.92
714291	1049	APPLIED LNG TECHNOLOGIES LLC	Oct 22, 2020	26,086.63
714292	30906	AVOLVE SOFTWARE CORPORATION	Oct 22, 2020	5,400.00
714293	652	B A C S CO	Oct 22, 2020	476.47
714294	16501	BAKERSFIELD ART FOUNDATION INC	Oct 22, 2020	1,500.00
714295	675	BAKERSFIELD CALIFORNIAN	Oct 22, 2020	1,243.76
714296	10320	BAKERSFIELD HOMELESS CENTER	Oct 22, 2020	9,933.84
714297	13592	BAKERSFIELD IRRIGATION	Oct 22, 2020	61.45
714298	971	BAKERSFIELD PLUMBING CO INC	Oct 22, 2020	95.00
714299	31185	BAKERSFIELD TATTOO & PIERCING	Oct 22, 2020	5,000.00
714300	875	BAKERSFIELD TRUCK CENTER	Oct 22, 2020	167.25
714301	28231	BIG BRAND TIRE & SERVICE	Oct 22, 2020	210.00
714302	21172	BLACKHOLE TECHNOLOGIES INC	Oct 22, 2020	4,357.22
714303	29024	BLANTON, ALEX	Oct 22, 2020	705.00
714304	15538	BOLLES NURSERY LANDSCAPE	Oct 22, 2020	2,008.22
714305	18692	BOUND TREE MEDICAL LLC	Oct 22, 2020	127.17
714306	19303	BRIGHT HOUSE NETWORKS	Oct 22, 2020	35.37
714307	31196	BTOWN ENTERTAINMENT	Oct 22, 2020	5,000.00
714308	10267	BUDGET BOLT INC	Oct 22, 2020	528.41
714309	22565	BURTCH CONSTRUCTION INC	Oct 22, 2020	9,046.26
714310	1694	CALIFORNIA WATER SERVICE	Oct 22, 2020	5,072.47
714311	1694	CALIFORNIA WATER SERVICE	Oct 22, 2020	25,443.58
714312	18347	CAROLINA SOFTWARE	Oct 22, 2020	500.00
714313	31177	CASTRO, ENRIQUE LUIS	Oct 22, 2020	575.00
714314	1888	CHAMPION HARDWARE	Oct 22, 2020	37,411.18
714315	31175	CHAUFFEUR CONNECTION, INC	Oct 22, 2020	5,000.00
714316	14931	CHEM PRO LABORATORY INC	Oct 22, 2020	320.00
714317	1924	CHESTER AVENUE BRAKE & SUPPLY	Oct 22, 2020	630.04
714318	29155	CHITWOOD, KEITH	Oct 22, 2020	621.00
714319	17891	CONTROLLED MOTION SOLUTIONS INC	Oct 22, 2020	689.46
714320	29517	COOPERS PETROLEUM DISTRIBUTOR INC	Oct 22, 2020	3,122.96
714321	31197	CORPORATE JANITORIAL & CLEANING LLC	Oct 22, 2020	5,000.00
714322	12532	COUNTY OF KERN INFORMATION	Oct 22, 2020	12,000.00
714323	30944	CS CONSTRUCTION	Oct 22, 2020	56,705.03
714324	2253	CULLIGAN WATER CONDITIONING	Oct 22, 2020	52.00

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714325	27218	CUMMINS PACIFIC LLC	Oct 22, 2020	51.26
714326	25337	DAVES FLEET MAINT & TOWING INC	Oct 22, 2020	79.00
714327	2442	DELANEY & AHLF DIESEL SERVICE INC	Oct 22, 2020	152.94
714328	2469	DEPARTMENT OF JUSTICE	Oct 22, 2020	1,780.00
714329	2469	DEPARTMENT OF JUSTICE	Oct 22, 2020	224.00
714330	24854	DEWEY PEST CONTROL INC	Oct 22, 2020	464.00
714331	10047	MISC RECEIVABLE REFUND VENDOR	Oct 22, 2020	26.76
714332	28574	DR RONALD OSTROM	Oct 22, 2020	1,000.00
714333	25689	DXP ENTERPRISES INC	Oct 22, 2020	3,321.00
714334	13088	E J WARD INCORPORATED	Oct 22, 2020	1,754.78
714335	2769	EL POPULAR CALIFORNIA	Oct 22, 2020	135.00
714336	2752	ELBERT DISTRIBUTING	Oct 22, 2020	263.18
714337	2811	ENTENMANN ROVIN CO	Oct 22, 2020	989.38
714338	2901	FEDEX	Oct 22, 2020	16.79
714339	19657	FIRST CHOICE SERVICES INC	Oct 22, 2020	417.04
714340	31181	FOSTERS DONUTS WIA	Oct 22, 2020	5,000.00
714341	31174	G STUDIO WIA	Oct 22, 2020	5,000.00
714342	29193	GARDLEY, ERIC	Oct 22, 2020	350.00
714343	28064	GENERAL TREE SERVICE INC	Oct 22, 2020	18,042.00
714344	3358	GILLIAM & SONS INC	Oct 22, 2020	72,124.58
714345	3403	GOLDEN STATE PETERBILT	Oct 22, 2020	10,401.88
714346	28955	GRACE TO GLORY LANDSCAPING	Oct 22, 2020	499.00
714347	3452	GRAYBAR ELECTRIC COMPANY	Oct 22, 2020	958.48
714348	24247	GREGS PETROLEUM SERVICES INC	Oct 22, 2020	1,887.29
714349	10047	MISC RECEIVABLE REFUND VENDOR	Oct 22, 2020	100.00
714350	3511	GRIFFITH COMPANY INC	Oct 22, 2020	78,199.00
714351	29101	GROUP DELTA CONSULTANTS INC	Oct 22, 2020	3,530.00
714352	10047	MISC RECEIVABLE REFUND VENDOR	Oct 22, 2020	240.37
714353	3569	H & S BODY WORKS & TOWING	Oct 22, 2020	37.00
714354	3571	H & S HOSE & SUPPLY INC	Oct 22, 2020	76.27
714355	30000	H&H AUTO PARTS WHOLESALE	Oct 22, 2020	261.37
714356	31195	HAIR BY LOR KOMAROMI	Oct 22, 2020	5,000.00
714357	3593	HALL LETTER SHOP	Oct 22, 2020	1,116.33
714358	10047	MISC RECEIVABLE REFUND VENDOR	Oct 22, 2020	30.00
714359	31077	HILL FARRER & BURRILL LLP	Oct 22, 2020	1,985.60
714360	10915	HINDERLITER DE LLAMAS & ASSOC	Oct 22, 2020	2,850.00
714361	7933	HOME DEPOT	Oct 22, 2020	6,790.33
714362	30391	HOME DEPOT PRO	Oct 22, 2020	5,398.02
714363	27898	IES ENGINEERING/INNOVATIVE ENG SYS	Oct 22, 2020	2,387.95
714364	31183	IN YOUR WILDEST DREAMS ANTIQUES INC	Oct 22, 2020	10,000.00
714365	31193	J L DOTY EMA, INC	Oct 22, 2020	5,000.00
714366	30395	JAB COMMUNICATIONS INC	Oct 22, 2020	41,475.24
714367	28894	JAMAR, TREY	Oct 22, 2020	705.00
714368	147	JIM ALFTER CEMENT CONTRACTOR	Oct 22, 2020	27,731.69
714369	31189	JM'S REFRIGERATION	Oct 22, 2020	5,000.00
714370	4243	JORGENSEN & CO	Oct 22, 2020	499.18
714371	31182	JULIE KNOWLES ESTHETICS	Oct 22, 2020	5,000.00
714372	28989	K & I SERVICES INC	Oct 22, 2020	2,600.00
714373	4435	KERN COUNTY CLERKS	Oct 22, 2020	250.00
714374	19936	KERN COUNTY ENVIRONMENTAL HEALTH	Oct 22, 2020	820.00
714375	4439	KERN COUNTY WASTE MANAGEMENT	Oct 22, 2020	213,067.17
714376	7492	KERN MACHINERY INC	Oct 22, 2020	3,286.54
714377	26248	KERN PRINT SERVICES INC	Oct 22, 2020	43.49
714378	4677	KERN REFUSE DISPOSAL, INC	Oct 22, 2020	6,450.00
714379	4701	KERN SPRINKLER LANDSCAPING INC	Oct 22, 2020	8,013.80

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714380	4861	KISCO SALES INC	Oct 22, 2020	986.61
714381	4875	KNIGHTS PUMPING & PORTABLE SVC INC	Oct 22, 2020	88.19
714382	24378	KNOWLEDGE FRONT	Oct 22, 2020	360.00
714383	31039	KOEFRAN INDUSTRIES INCORPORATED	Oct 22, 2020	924.00
714384	31187	KRISTI M ROSE	Oct 22, 2020	5,000.00
714385	17229	L C ACTION SUPPLY INC	Oct 22, 2020	802.13
714386	29268	LAWSON PRODUCTS INC	Oct 22, 2020	634.54
714387	31184	LEAH LAY	Oct 22, 2020	5,000.00
714388	22408	LEHR AUTO ELECTRIC	Oct 22, 2020	1,582.86
714389	30056	LIBERTY COMPOSTING INC	Oct 22, 2020	5,187.40
714390	31176	LIFE CONNECTIONS	Oct 22, 2020	5,000.00
714391	31188	LOS REYES RESTAURANT	Oct 22, 2020	5,000.00
714392	31179	MARISSA PAREGIEN	Oct 22, 2020	5,000.00
714393	30621	MCADIRECT	Oct 22, 2020	139.93
714394	5359	MCKENNEYS AIR CONDITIONING INC	Oct 22, 2020	214.34
714395	7064	MERCHANTS PRINTING & ENVELOPE	Oct 22, 2020	270.27
714396	31037	MERCY HOUSE LIVING CENTERS	Oct 22, 2020	729,700.00
714397	14119	METRO RECORD STORAGE INC	Oct 22, 2020	18.00
714398	30587	METZLER, DEIDRA DVM	Oct 22, 2020	1,070.00
714399	19252	MEYER CIVIL ENGINEERING INC	Oct 22, 2020	4,277.00
714400	23165	MGT OF AMERICA LLC	Oct 22, 2020	2,250.00
714401	1316	MICHELIN NORTH AMERICA INC	Oct 22, 2020	6,516.36
714402	31166	MIRACLE CLEANING	Oct 22, 2020	5,000.00
714403	31190	MODEL NAILS	Oct 22, 2020	5,000.00
714404	18161	MORALES, IGNACIO	Oct 22, 2020	119.60
714405	29828	MT POSO COGENERATION COMPANY LLC	Oct 22, 2020	1,500.00
714406	24167	NOLTE ASSOCIATES INC	Oct 22, 2020	7,483.46
714407	10047	MISC RECEIVABLE REFUND VENDOR	Oct 22, 2020	369.19
714408	5923	NORTH KERN WATER STORAGE DIST	Oct 22, 2020	8,500.00
714409	28687	NV5 INC	Oct 22, 2020	26,428.08
714410	3910	O'CONNOR PEST CONTROL	Oct 22, 2020	125.00
714411	30905	OLAGUEZ TRANSPORT	Oct 22, 2020	9,100.00
714412	5982	OLD RIVER SOD	Oct 22, 2020	1,851.08
714413	31074	ON THE HORIZON COMMUNICATIONS	Oct 22, 2020	2,000.00
714414	22301	OVERLAND PACIFIC & CUTLER INC	Oct 22, 2020	86,416.83
714415	29655	P & A ADMINISTRATION SERVICES INC	Oct 22, 2020	2,641.50
714416	29655	P & A ADMINISTRATION SERVICES INC	Oct 22, 2020	5,741.35
714417	29655	P & A ADMINISTRATION SERVICES INC	Oct 22, 2020	8,517.18
714418	29655	P & A ADMINISTRATION SERVICES INC	Oct 22, 2020	713.25
714419	6448	P T O SALES CORP / TRUCKPRO LLC	Oct 22, 2020	2,354.30
714420	19049	PACIFIC PRODUCTS & SERVICES LLC	Oct 22, 2020	4,965.61
714421	31192	PAMELA PAILLET, REALTOR	Oct 22, 2020	5,000.00
714422	18661	PARK, DENNIS	Oct 22, 2020	378.00
714423	29637	PINNACLE PETROLEUM INC	Oct 22, 2020	73,907.25
714424	984	POWERSTRIDE BATTERY CO INC	Oct 22, 2020	179.76
714425	6555	QUINN COMPANY INC	Oct 22, 2020	2,964.09
714426	6653	RAIN FOR RENT INC	Oct 22, 2020	13,356.00
714427	20713	RANDY'S TOWING LLC	Oct 22, 2020	348.50
714428	3249	RAY GASKIN SERVICE INC	Oct 22, 2020	104.90
714429	28480	READY REFRESH	Oct 22, 2020	268.49
714430	70321	RICH ENVIRONMENTAL SERVICE STATION	Oct 22, 2020	196.00
714431	6617	RLH FIRE PROTECTION	Oct 22, 2020	1,280.00
714432	30779	ROCKWOOD ENTERPRISES GROUP	Oct 22, 2020	3,861.34
714433	6915	ROUND-UP FEED AND PET SUPPLY	Oct 22, 2020	179.08
714434	31194	ROYAL NAILS SPA	Oct 22, 2020	15,000.00

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714435	13860	RUETTIGERS & SCHULER CIVIL ENG	Oct 22, 2020	11,700.00
714436	23770	SCHLECHT, KEITH	Oct 22, 2020	458.00
714437	21489	SCP DISTRIBUTORS LLC	Oct 22, 2020	534.49
714438	26293	SILICON FORENSICS INC	Oct 22, 2020	860.35
714439	7413	SIRCHIE FINGER PRINT LABORATORIES	Oct 22, 2020	118.59
714440	29322	SITEONE LANDSCAPE SUPPLY HOLDING	Oct 22, 2020	114.58
714441	30812	SITREP SECURITY SOLUTIONS	Oct 22, 2020	4,916.25
714442	31145	SKIN CARE BY KACEY MCDONALD	Oct 22, 2020	5,000.00
714443	18005	SLATER PLUMBING & MECHANICAL	Oct 22, 2020	15,766.77
714444	7434	SMART & FINAL IRIS COMPANY	Oct 22, 2020	85.63
714445	29986	STANDARD PLUMBING SUPPLY DBA FLOYDS	Oct 22, 2020	121.90
714446	21606	SUNRISE ENVIRONMENTAL SCIENTIFIC	Oct 22, 2020	1,283.37
714447	30360	SYNAGRO WWT INC	Oct 22, 2020	12,028.14
714448	10716	T & T TRUCK & CRANE SERVICE	Oct 22, 2020	2,655.00
714449	276	TAYLOR EQUIPMENT & REPAIR, INC	Oct 22, 2020	2,882.06
714450	22165	TECH DISTRIBUTION & TIRE SUPPLY INC	Oct 22, 2020	173.77
714451	31186	TERRIE WATKINS, HAIR DRESSER	Oct 22, 2020	5,000.00
714452	10191	TERRY BEDFORD CONCRETE	Oct 22, 2020	127,495.00
714453	31191	THE BRA SHOPPE	Oct 22, 2020	5,000.00
714454	17175	THYSSENKRUPP ELEVATOR INC	Oct 22, 2020	19,827.00
714455	31099	TJL CONSULTING	Oct 22, 2020	1,500.00
714456	23837	TPX COMMUNICATIONS	Oct 22, 2020	1,480.36
714457	18773	TRANE COMPANY INC	Oct 22, 2020	5,132.00
714458	20359	TURF STAR INC	Oct 22, 2020	775.93
714459	29091	TYLER TECHNOLOGIES INC	Oct 22, 2020	3,675.00
714460	8319	UNITED PARCEL SERVICE	Oct 22, 2020	33.87
714461	13920	UNITED SITE SERVICES OF CA INC	Oct 22, 2020	88.67
714462	10037	MISCELLANEOUS TRUST VENDOR	Oct 22, 2020	15.00
714463	15132	VALLEY PROPANE SERVICE	Oct 22, 2020	35.34
714464	26060	VANGUARD CLEANING SYSTEMS INC	Oct 22, 2020	860.00
714465	1286	VBI PAINTING	Oct 22, 2020	14,107.67
714466	30678	VERDE DESIGN INC	Oct 22, 2020	19,445.04
714467	20601	VERIZON WIRELESS	Oct 22, 2020	3,706.02
714468	20601	VERIZON WIRELESS	Oct 22, 2020	23,093.79
714469	8400	VWR SCIENTIFIC	Oct 22, 2020	1,660.72
714470	31096	WARRIOR INTERNATIONAL TRADING	Oct 22, 2020	3,813.75
714471	27836	WATTREE, TRISHA	Oct 22, 2020	419.00
714472	8957	WESCO	Oct 22, 2020	9,240.07
714473	31178	WESTSIDE WATER AUTHORITY	Oct 22, 2020	10,295.46
714474	22612	YOON, PAUL	Oct 22, 2020	378.00
714475	31180	34TH STREET ORGANIC CLEANERS	Oct 22, 2020	5,000.00
714476	6129	A T & T	Oct 22, 2020	220.39
714477	18484	A T & T	Oct 22, 2020	9,790.49
714479	78	ADVANCED DISTRIBUTION CO	Oct 22, 2020	4,678.18
714480	17100	AEROS ENVIRONMENTAL INC	Oct 22, 2020	472.50
714481	30990	AIMS C/O YRULEGUI & ROBERTS APC	Oct 22, 2020	703.79
714482	10320	BAKERSFIELD HOMELESS CENTER	Oct 22, 2020	19,170.24
714484	21172	BLACKHOLE TECHNOLOGIES INC	Oct 22, 2020	3,513.06
714485	14993	CALIFORNIA AIR RESOURCES BOARD	Oct 22, 2020	72,680.00
714486	10623	CALIFORNIA DEPARTMENT OF TAX AND	Oct 22, 2020	3,642.00
714490	1696	CALIFORNIA WATER SERVICE	Oct 22, 2020	72,337.05
714491	10292	CITY OF BAKERSFIELD	Oct 22, 2020	352.00
714492	11937	CITY OF BAKERSFIELD	Oct 22, 2020	27.15
714493	11937	CITY OF BAKERSFIELD	Oct 22, 2020	3,393.09
714494	2050	CLIFFORD & BROWN	Oct 22, 2020	18,750.00

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714495	25259	COMMERCIAL CLEANING SYSTEMS INC	Oct 22, 2020	2,482.00
714496	2465	DEPARTMENT OF CONSERVATION	Oct 22, 2020	20,560.10
714497	13847	DEPARTMENT OF INDUSTRIAL RELATIONS	Oct 22, 2020	900.00
714498	25689	DXP ENTERPRISES INC	Oct 22, 2020	498.71
714500	3427	GRAINGER INC, W W	Oct 22, 2020	2,506.78
714502	3488	GREENFIELD COUNTY WATER DIST	Oct 22, 2020	2,063.93
714505	7933	HOME DEPOT	Oct 22, 2020	3,235.35
714506	3998	INSTITUTE OF TRANSPORATION ENGINEER	Oct 22, 2020	990.00
714507	17688	INTERNATIONAL RIGHT OF WAY ASSOC	Oct 22, 2020	245.00
714508	17688	INTERNATIONAL RIGHT OF WAY ASSOC	Oct 22, 2020	245.00
714511	4740	KERN TURF SUPPLY	Oct 22, 2020	3,872.31
714513	15624	LOWE'S HOME IMPROVEMENT	Oct 22, 2020	1,475.17
714514	12627	MARDEROSIAN & COHEN	Oct 22, 2020	18,386.84
714515	12627	MARDEROSIAN & COHEN	Oct 22, 2020	80,000.00
714516	10047	MISC RECEIVABLE REFUND VENDOR	Oct 22, 2020	451.98
714517	14088	PACIFIC GAS & ELECTRIC	Oct 22, 2020	53.87
714522	6114	PACIFIC GAS & ELECTRIC COMPANY	Oct 22, 2020	294,196.56
714525	6376	PIONEER PAINT	Oct 22, 2020	16,188.40
714527	27361	SC FUELS	Oct 22, 2020	35,887.51
714528	7636	STATE WATER RESOURCES CONTROL BOAF	Oct 22, 2020	150.00
714529	7764	SWANA	Oct 22, 2020	200.00
714530	21314	TICOR TITLE COMPANY INC	Oct 22, 2020	13,563.10
714533	10428	UNITED REFRIGERATION INC	Oct 22, 2020	4,448.29
714534	10047	MISC RECEIVABLE REFUND VENDOR	Oct 22, 2020	1,970.37
714535	30002	MEDICAL EYE SERVICE COMPANY	Oct 22, 2020	5,186.92
714536	26810	RELIASTAR LIFE INSURANCE CO	Oct 22, 2020	4,063.44
714537	30027	U S BANK - PARS #6746022400	Oct 22, 2020	2,993.68
714538	30029	UNITED CONCORDIA DENTAL PLANS OF CA	Oct 22, 2020	56,079.87
714539	30020	UNUM	Oct 22, 2020	6,036.86
9995592	30028	BLUE SHIELD OF CALIFORNIA-P	Oct 9, 2020	562,757.49
9995593	30021	KAISER PERMANENTE	Oct 9, 2020	234,769.29
9995594	24821	DEPARTMENT OF THE TREASURY	Oct 15, 2020	13.05
9995595	30025	STATE DISBURSEMENT UNIT	Oct 15, 2020	19,445.09
9995597	18560	U S BANK N.A. MINNESOTA	Oct 15, 2020	480,250.00
9995598	11811	WELLS FARGO BANK	Oct 15, 2020	85,048.16
9995599	10199	BAKERSFIELD CITY EMPLOYEE	Oct 16, 2020	191,851.00
9995600	30014	EMPLOYMENT DEVELOPMENT DEPT	Oct 16, 2020	243,092.87
9995601	10217	I C M A RETIREMENT TRUST-303749	Oct 16, 2020	49,540.94
9995602	30010	IRS	Oct 16, 2020	698,288.36
9995603	16863	NATIONWIDE RETIREMENT SOLUTIONS	Oct 16, 2020	160,714.86
9995604	20699	VANTAGEPOINT TRANSFER AGENTS C/O	Oct 16, 2020	41,937.44
9995605	10547	COUNTY OF KERN	Oct 22, 2020	3,225,000.00
9995606	10206	STATE OF CALIF - PERS	Oct 22, 2020	1,116,435.60
9995607	11811	WELLS FARGO BANK	Oct 22, 2020	108,497.36
				<hr/> \$23,170,516.82

E-Payable Number	Vendor Number	Vendor Name	E-Payable Date	E-Payable Amount
19621	29	AFFINITY TRUCK CENTER	Oct 15, 2020	\$3,184.52
19622	987	AMERICAN FABRICATION	Oct 15, 2020	\$165.00
19623	576	B & B SURPLUS	Oct 15, 2020	\$1,207.80
19624	575	B C LABORATORIES	Oct 15, 2020	\$2,509.00
19625	611	B S & E COMPANY INC	Oct 15, 2020	\$1,723.65
19626	13424	BARNES WELDING SUPPLY	Oct 15, 2020	\$1,111.54
19627	1163	BLUEPRINT SERVICE CO	Oct 15, 2020	\$74.13
19628	613	BSK ASSOCIATES	Oct 15, 2020	\$1,980.00
19629	1477	CAL VALLEY EQUIPMENT INC	Oct 15, 2020	\$145.00
19630	20747	CENTRAL SANITARY SUPPLY INC	Oct 15, 2020	\$2,227.75
19631	5147	COASTLINE EQUIPMENT	Oct 15, 2020	\$980.55
19632	2162	CONSOLIDATED ELECTRICAL DIST INC	Oct 15, 2020	\$838.27
19633	13912	DIRECT SAFETY SOLUTIONS INC	Oct 15, 2020	\$1,448.52
19634	27459	EVOQUA WATER TECHNOLOGIES	Oct 15, 2020	\$10,843.97
19635	2874	FERGUSON ENTERPRISES INC	Oct 15, 2020	\$1,057.18
19636	30589	FRUIT GROWERS LABORATORY INC	Oct 15, 2020	\$59.00
19637	21739	GOLDEN EMPIRE TOWING INC	Oct 15, 2020	\$774.00
19638	4171	JERRY & KEITHS INC	Oct 15, 2020	\$8.77
19639	1390	JIM BURKE FORD	Oct 15, 2020	\$2,275.46
19640	15694	JIMS TOWING INC	Oct 15, 2020	\$2,619.00
19641	4581	KERN ELECTRIC DISTRIBUTORS	Oct 15, 2020	\$475.60
19642	4680	KERN RIVER POWER EQUIPMENT INC	Oct 15, 2020	\$1,528.47
19643	24086	MAR-CO EQUIPMENT CORP	Oct 15, 2020	\$1,445.97
19644	23496	MCWILLIAMS & WALDEN INC	Oct 15, 2020	\$700.42
19645	453	MUNICIPAL MAINTENANCE EQUIP INC	Oct 15, 2020	\$795.74
19646	24279	O'REILLY AUTO PARTS	Oct 15, 2020	\$349.73
19647	28661	SERVEXO PROTECTIVE SERVICES	Oct 15, 2020	\$6,695.24
19648	19584	SMITH & SON TIRE INC	Oct 15, 2020	\$1,665.05
19649	22473	SOILS ENGINEERING INC	Oct 15, 2020	\$792.00
19650	23456	SORENSEN, VERNON MD INC	Oct 15, 2020	\$2,267.36
19651	14700	SOUTH COAST EMERGENCY VEHICLE SERV.	Oct 15, 2020	\$2,274.43
19652	22620	SOUTHWEST LIFT & EQUIPMENT INC	Oct 15, 2020	\$5,075.00
19653	7685	STINSON STATIONERS	Oct 15, 2020	\$4,467.63
19654	7728	SULLY & SON HYDRAULICS INC	Oct 15, 2020	\$195.40
19655	15868	TEL TEC SECURITY SYSTEM INC	Oct 15, 2020	\$6,749.39
19656	26447	WESTCOAST HYDRAULICS	Oct 15, 2020	\$8,970.93
19657	21212	WHITE CAP CONSTRUCTION SUPPLY	Oct 15, 2020	\$302.04
19658	9010	WILLIAMS CLEANING SYSTEMS INC	Oct 15, 2020	\$291.62
19659	57	ABATE A WEED	Oct 22, 2020	\$467.98
19660	29	AFFINITY TRUCK CENTER	Oct 22, 2020	\$3,543.46
19661	436	ARGO CHEMICAL INC	Oct 22, 2020	\$2,092.27
19662	576	B & B SURPLUS	Oct 22, 2020	\$25.98
19663	611	B S & E COMPANY INC	Oct 22, 2020	\$5,525.04
19664	30290	BAKERSFIELD AUTO PARTS	Oct 22, 2020	\$583.21
19665	877	BAKERSFIELD WELL & PUMP	Oct 22, 2020	\$100,411.50
19666	1163	BLUEPRINT SERVICE CO	Oct 22, 2020	\$381.30
19667	23090	BURTONS FIRE INC	Oct 22, 2020	\$1,546.32
19668	1765	CARNEYS BUSINESS TECHNOLOGY CTR INC	Oct 22, 2020	\$800.53
19669	20747	CENTRAL SANITARY SUPPLY INC	Oct 22, 2020	\$1,450.76
19670	17239	CENTRAL VALLEY OCCUPATIONAL INC	Oct 22, 2020	\$9,149.00
19671	5147	COASTLINE EQUIPMENT	Oct 22, 2020	\$15,739.89
19672	2162	CONSOLIDATED ELECTRICAL DIST INC	Oct 22, 2020	\$6,386.13
19673	13912	DIRECT SAFETY SOLUTIONS INC	Oct 22, 2020	\$140.00
19674	14055	FAST UNDERCAR LLC	Oct 22, 2020	\$5,105.34
19675	2874	FERGUSON ENTERPRISES INC	Oct 22, 2020	\$1,035.83
19676	30589	FRUIT GROWERS LABORATORY INC	Oct 22, 2020	\$2,832.00

E-Payable Number	Vendor Number	Vendor Name	E-Payable Date	E-Payable Amount
19677	16838	GIBBS INTERNATIONAL TRUCK CTR. INC	Oct 22, 2020	\$230.72
19678	21739	GOLDEN EMPIRE TOWING INC	Oct 22, 2020	\$37.00
19679	3929	HYDRAULIC CONTROLS INC	Oct 22, 2020	\$1,774.11
19680	4171	JERRY & KEITHS INC	Oct 22, 2020	\$625.42
19681	1390	JIM BURKE FORD	Oct 22, 2020	\$5,066.59
19682	4178	JIM BURKE LINCOLN MERCURY	Oct 22, 2020	\$16,414.12
19683	4680	KERN RIVER POWER EQUIPMENT INC	Oct 22, 2020	\$2,272.99
19684	2267	L N CURTIS & SONS	Oct 22, 2020	\$4,078.51
19685	24086	MAR-CO EQUIPMENT CORP	Oct 22, 2020	\$330.17
19686	453	MUNICIPAL MAINTENANCE EQUIP INC	Oct 22, 2020	\$7,686.94
19687	24279	O'REILLY AUTO PARTS	Oct 22, 2020	\$624.15
19688	30642	R & S ERECTION OF TRI-COUNTY INC	Oct 22, 2020	\$501.00
19689	19584	SMITH & SON TIRE INC	Oct 22, 2020	\$2,158.20
19690	14700	SOUTH COAST EMERGENCY VEHICLE SERV.	Oct 22, 2020	\$3,001.73
19691	22620	SOUTHWEST LIFT & EQUIPMENT INC	Oct 22, 2020	\$775.00
19692	25504	STATEWIDE TRAFFIC SAFETY & SIGNS	Oct 22, 2020	\$2,556.29
19693	7685	STINSON STATIONERS	Oct 22, 2020	\$3,773.40
19694	7840	TALLEY COMMUNICATIONS CO INC	Oct 22, 2020	\$541.81
19695	21158	TARGET SPECIALTY PRODUCTS	Oct 22, 2020	\$3,052.66
19696	15868	TEL TEC SECURITY SYSTEM INC	Oct 22, 2020	\$1,940.29
19697	96	TYACK TIRES INC	Oct 22, 2020	\$3,329.19
19698	13646	UNITED ROTARY BRUSH CORPORATION	Oct 22, 2020	\$11,276.46
19699	26447	WESTCOAST HYDRAULICS	Oct 22, 2020	\$489.83
19701	9010	WILLIAMS CLEANING SYSTEMS INC	Oct 22, 2020	\$324.19
				<hr/> 310,352.44
				23,480,869.26

ADMINISTRATIVE REPORT

MEETING DATE: 11/4/2020

Consent – Ordinances c.

TO: Honorable Mayor and City Council

FROM: Christopher Boyle, Development Services Director

DATE: 9/29/2020

WARD: Ward 3

SUBJECT: Adoption of ordinance amending the Official Zoning Map in Title 17 of the Bakersfield Municipal Code by changing the zone district from an R-1 (One-Family Dwelling) to an M-1 (Light Manufacturing) on 8.06 acres located near the northeast corner of Arrow Street and North Sillect Avenue. (ZC 20-0118) (**FR 10/21/2020**)

STAFF RECOMMENDATION:

Staff recommends adoption of the ordinance.

BACKGROUND:

First reading of the ordinance was given on October 21, 2020.

The project is a request by McIntosh and Associates representing Sill Properties, Inc., (property owner) for a change in zone classification from R-1 (One-Family Dwelling) to M-1 (Light Manufacturing) on 8.06 acres located near the northeast corner of Arrow Street and North Sillect Avenue. The Calloway Canal is located on the majority of the site through an easement. An 0.114-acre parcel outside the canal easement is undeveloped. The Planning Commission recommended approval of the project to the City Council on September 17, 2020.

CONCLUSIONS:

Consistency with General Plan and Zoning Ordinance. The project site is designated SI (Service Industrial) on the *Metropolitan Bakersfield General Plan* Land Use Element Map. The M-1 zone is consistent with the SI designation and surrounding land uses.

Overall Recommendation. The project has been found to be consistent with the General Plan policies and the City Zoning Ordinance requirements. Staff recommends adoption of the ordinance for GPA/ZC No. 20-0118.

ATTACHMENTS:

Description	Type
 Ordinance	Ordinance

ORDINANCE NO. _____

**AN ORDINANCE OF THE BAKERSFIELD CITY COUNCIL
APPROVING AN AMENDMENT TO TITLE 17 OF THE BAKERSFIELD
MUNICIPAL CODE TO CHANGE THE ZONE DISTRICT LOCATED
ON THE NORTHEAST CORNER OF ARROW STREET AND
NORTH SILLECT AVENUE. (ZC NO. 20-0118).**

WHEREAS, McIntosh and Associates for Sill Properties, filed an application with the City of Bakersfield Development Services Department requesting to change the zone district from an R-1 (One-Family Dwelling) zone to an M-1 (Light Manufacturing) zone, on 8.06 acres located northeast corner of Arrow Street and North Sillect Avenue, as shown in attached Exhibit "B" (the "Project"); and

WHEREAS, the Planning Commission held a public hearing on September 17, 2020, and approved Resolution No. 47-20, which recommended that the City Council approve the Project; and

WHEREAS, the provisions of CEQA, the State CEQA Guidelines, and the City of Bakersfield CEQA Implementation Procedures have been followed; and

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

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

SECTION 1.

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

1. The above recitals, incorporated herein, are true and correct.
2. The Planning Commission's findings as contained in its Resolution No. 47-20 are hereby adopted.
3. Pursuant to State CEQA Guidelines Section 15061(b) (3), *Review for Exemption*, the Project is exempt from the requirements of CEQA.
4. The Project is hereby approved and incorporating condition of approval stated in Exhibit A, and the change into the official zoning map as described in Bakersfield Municipal Code Section 17.06.020 located on the map as shown in Exhibit B and as specifically described in Exhibit C, all of which are incorporated herein.

SECTION 2.

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

-----oOo-----

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

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

JULIE DRIMAKIS, CMC

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

APPROVED

KAREN GOH

MAYOR of the City of Bakersfield

APPROVED as to form:

VIRGINIA GENNARO

City Attorney

By: _____

VIRIDIANA GALLARDO-KING

Deputy City Attorney

Exhibits: A Condition of Approval
 B Zone Change Map
 C Legal Description

Jeng / S:\Zone Change\01_Active\2020\20-0118 (Sillect Ave- Arrow St)\1CC\1st Read\ZC 20-0118 CC Ord.docx

EXHIBIT A
ZONE CHANGE NO. 20-0118
CONDITION OF APPROVAL

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

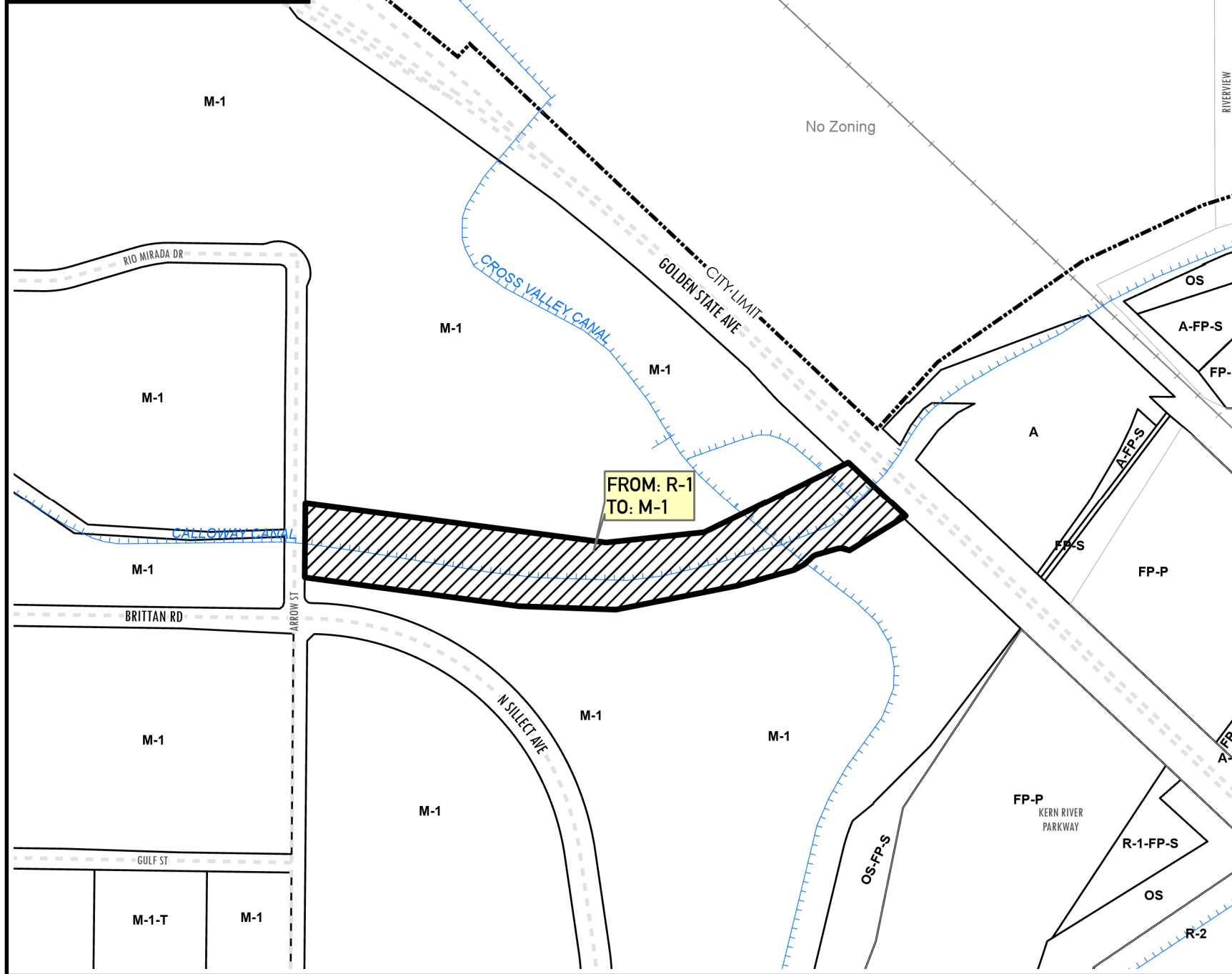
This indemnification condition does not prevent the Applicant from challenging any decision by the City related to this project and the obligations of this condition apply regardless of whether any other permits or entitlements are issued.

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

ZC 20-0118

EXHIBIT B

CITY OF BAKERSFIELD



**LEGEND
(ZONE DISTRICTS)**

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



BAKERSFIELD



Feet

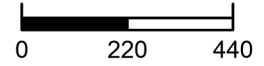


EXHIBIT C
ZONE CHANGE # 20-0118

**ZONE CHANGE
LEGAL DESCRIPTION**

PARCEL 2 OF PARCEL MAP NO. 6539 RECORDED MAY 7, 1982 IN PARCEL MAP BOOK 27 AT PAGES 199 AND 200 IN THE OFFICE OF THE KERN COUNTY RECORDER LOCATED IN THE NORTH HALF OF SECTION 24, TOWNSHIP 29 SOUTH, RANGE 27 EAST, MOUNT DIABLO MERIDIAN IN THE CITY OF BAKERSFIELD, COUNTY OF KERN, STATE OF CALIFORNIA.

CONTAINING 8.06 ACRES, MORE OR LESS




661-834-4814 • 661-834-0972
2001 Wheelan Court • Bakersfield, CA 93309



[Handwritten signature]
5-20-20

EXHIBIT C ZONE CHANGE # 20-0118

PROPOSED ZONE CHANGE
SILL PROPERTIES, INC.

	1.1 1.2 1.3 1.4 1.5 1.6 1.7 1.8 1.9 2.0 2.1 2.2 2.3 2.4 2.5 2.6 2.7 2.8 2.9 3.0 3.1 3.2 3.3 3.4 3.5 3.6 3.7 3.8 3.9 4.0 4.1 4.2 4.3 4.4 4.5 4.6 4.7 4.8 4.9 5.0 5.1 5.2 5.3 5.4 5.5 5.6 5.7 5.8 5.9 6.0 6.1 6.2 6.3 6.4 6.5 6.6 6.7 6.8 6.9 7.0 7.1 7.2 7.3 7.4 7.5 7.6 7.7 7.8 7.9 8.0 8.1 8.2 8.3 8.4 8.5 8.6 8.7 8.8 8.9 9.0 9.1 9.2 9.3 9.4 9.5 9.6 9.7 9.8 9.9 10.0 10.1 10.2 10.3 10.4 10.5 10.6 10.7 10.8 10.9 11.0 11.1 11.2 11.3 11.4 11.5 11.6 11.7 11.8 11.9 12.0 12.1 12.2 12.3 12.4 12.5 12.6 12.7 12.8 12.9 13.0 13.1 13.2 13.3 13.4 13.5 13.6 13.7 13.8 13.9 14.0 14.1 14.2 14.3 14.4 14.5 14.6 14.7 14.8 14.9 15.0 15.1 15.2 15.3 15.4 15.5 15.6 15.7 15.8 15.9 16.0 16.1 16.2 16.3 16.4 16.5 16.6 16.7 16.8 16.9 17.0 17.1 17.2 17.3 17.4 17.5 17.6 17.7 17.8 17.9 18.0 18.1 18.2 18.3 18.4 18.5 18.6 18.7 18.8 18.9 19.0 19.1 19.2 19.3 19.4 19.5 19.6 19.7 19.8 19.9 20.0 20.1 20.2 20.3 20.4 20.5 20.6 20.7 20.8 20.9 21.0 21.1 21.2 21.3 21.4 21.5 21.6 21.7 21.8 21.9 22.0 22.1 22.2 22.3 22.4 22.5 22.6 22.7 22.8 22.9 23.0 23.1 23.2 23.3 23.4 23.5 23.6 23.7 23.8 23.9 24.0 24.1 24.2 24.3 24.4 24.5 24.6 24.7 24.8 24.9 25.0 25.1 25.2 25.3 25.4 25.5 25.6 25.7 25.8 25.9 26.0 26.1 26.2 26.3 26.4 26.5 26.6 26.7 26.8 26.9 27.0 27.1 27.2 27.3 27.4 27.5 27.6 27.7 27.8 27.9 28.0 28.1 28.2 28.3 28.4 28.5 28.6 28.7 28.8 28.9 29.0 29.1 29.2 29.3 29.4 29.5 29.6 29.7 29.8 29.9 30.0 30.1 30.2 30.3 30.4 30.5 30.6 30.7 30.8 30.9 31.0 31.1 31.2 31.3 31.4 31.5 31.6 31.7 31.8 31.9 32.0 32.1 32.2 32.3 32.4 32.5 32.6 32.7 32.8 32.9 33.0 33.1 33.2 33.3 33.4 33.5 33.6 33.7 33.8 33.9 34.0 34.1 34.2 34.3 34.4 34.5 34.6 34.7 34.8 34.9 35.0 35.1 35.2 35.3 35.4 35.5 35.6 35.7 35.8 35.9 36.0 36.1 36.2 36.3 36.4 36.5 36.6 36.7 36.8 36.9 37.0 37.1 37.2 37.3 37.4 37.5 37.6 37.7 37.8 37.9 38.0 38.1 38.2 38.3 38.4 38.5 38.6 38.7 38.8 38.9 39.0 39.1 39.2 39.3 39.4 39.5 39.6 39.7 39.8 39.9 40.0 40.1 40.2 40.3 40.4 40.5 40.6 40.7 40.8 40.9 41.0 41.1 41.2 41.3 41.4 41.5 41.6 41.7 41.8 41.9 42.0 42.1 42.2 42.3 42.4 42.5 42.6 42.7 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ADMINISTRATIVE REPORT

MEETING DATE: 11/4/2020

Consent – Ordinances d.

TO: Honorable Mayor and City Council

FROM: Virginia Gennaro, City Attorney

DATE: 10/22/2020

WARD:

SUBJECT: Adoption of the following ordinances repealing and/or amending various sections of the Bakersfield Municipal Code:

1. Repealing Chapter 3.12 relating to Claims Against the City.
2. Amending Section 14.02.010 relating to Water Use Regulations.
3. Amending Section 14.04.030 relating to City Domestic Water Service Area.
4. Repealing Chapter 17.67 relating to Large Family Day Care Homes and other complimentary changes within the BMC.
 - a. Repealing Section 17.04.159 relating to Large Family Day Care Homes.
 - b. Amending Section 17.04.160 relating to Small Family Day Care Homes.
 - c. Amending Section 17.04.165 relating to Large and Small Family Day Care Homes.
 - d. Amending Section 17.10.020 relating to Family Day Care Homes.
 - e. Amending Section 17.63.020 relating to Family Day Care Homes.

STAFF RECOMMENDATION:

Staff recommends adoption of the proposed ordinance amendments.

BACKGROUND:

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

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

1. **BMC Chapter 3.12.** This chapter concerns claims against the City. The proposed change is to repeal Chapter 3.12 in its entirety to avoid confusion with state law

(Government Code §900 et seq.) which sets forth the process for filing claims against a public entity, such as the City of Bakersfield.

2. **BMC Section 14.02.010.** This section deals with outside irrigation and needs to be updated to include the requirements of the Model Water Efficient Landscaping Ordinance, which was added to our zoning code (Chapter 17.61) when the state passed new legislation in 2015.
3. **BMC Section 14.04.030.** This amendment removes ambiguous language that implies that water service may be provided before submitting an application or before the application is complete. Water service is only provided after an applicant submits an application.
4. **BMC Chapter 17.67.** This section of the BMC deals with Large Family Day Care Homes. The proposed changes are necessary to align our BMC with newly enacted state legislation concerning large and small family day care homes (Health & Safety Code §§1596.78, 1597.30, et. seq.). Specifically, we can no longer require a local permit for such uses. The following are other complimentary changes within the BMC that need to be modified to be consistent with new state laws:
 - a. **BMC Section 17.04.159.** This change repeals the definition of large family day care homes.
 - b. **BMC Section 17.04.160.** This change amends the category of small family day care homes and refers the reader to state law.
 - c. **BMC Section 17.04.165.** This change amends small and large day care homes into “family day care homes.”
 - d. **BMC Section 17.10.020.** This change adds “family day care homes” to permitted uses in an R-1 zone and repeals any reference to “large” family day care homes.
 - e. **BMC Section 17.63.020.** This change updates the home occupation permit to reflect how large and small family day care homes are now defined as “family day care homes.”

ATTACHMENTS:

Description	Type
❑ Chapter 3.12 Repeal	Ordinance
❑ BMC 14.02.010	Ordinance
❑ BMC 14.04.030	Ordinance
❑ Chapter 17.67 Repeal	Ordinance
❑ BMC 17.04.159 Repeal	Ordinance
❑ BMC 17.04.160 & 17.04.165	Ordinance
❑ BMC 17.10.020	Ordinance
❑ BMC 17.63.020	Ordinance

ORDINANCE NO. _____

**AN ORDINANCE REPEALING CHAPTER 3.12 OF THE
BAKERSFIELD MUNICIPAL CODE RELATING TO CLAIMS
AGAINST THE CITY.**

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

SECTION 1.

Chapter 3.12 of the Bakersfield Municipal Code is hereby repealed in its entirety.

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: _____

CHRISTINA J. OLESON

Deputy City Attorney

VKG:vlg

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ORDINANCE NO. _____

**ORDINANCE AMENDING SECTION 14.02.010 OF THE
BAKERSFIELD MUNICIPAL CODE RELATING TO WATER USE
REGULATIONS.**

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

SECTION 1.

Section 14.02.010 of the Bakersfield Municipal Code is hereby amended to read as follows:

14.02.010 Outside irrigation restrictions.

A. Outside irrigation of ornamental landscapes or turf with potable water is allowed in accordance with the rules and regulations promulgated by the State Water Resources Control Board relative to water usage.

B. Outside irrigation in a manner that causes water to flow onto adjacent property, non-irrigated areas, sidewalks, and/or gutters is strictly prohibited.

C. Outside irrigation is advised to be done after six p.m. and before nine a.m. for optimal efficiency.

D. In addition to the above, commercial, industrial, and institutional properties, such as campuses, golf courses, and cemeteries, shall immediately implement water efficiency measures to reduce potable water usage in an amount consistent with the reduction targets of the State Water Resources Control Board as amended from time to time.

E. All irrigation and landscaping projects shall adhere to that certain Model Water Efficient Landscaping Ordinance known and designated as California Code of Regulations, Title 23, Chapter 2.7 as adopted by the state and as pursuant to Bakersfield Municipal Code Chapter 17.61 Landscape Standards.

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:vlg

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ORDINANCE NO. _____

**ORDINANCE AMENDING SECTION 14.04.030 OF THE
BAKERSFIELD MUNICIPAL CODE RELATING TO CITY
DOMESTIC WATER SERVICE AREA.**

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

SECTION 1.

Section 14.04.030 of the Bakersfield Municipal Code is hereby amended to read as follows:

14.04.030 Application for service.

A. Application for Service.

1. All persons, corporations, partnerships, agencies or entities of every type or kind shall make an application for water service on form provided by the city.

2. The application is merely a written request for service and does not bind the applicant to take service for a period of time longer than that upon which the rates and minimum charge of the applicable rate schedule are based; neither does it bind the city to serve, except under reasonable conditions.

B. Individual Liability for Joint Service. Two or more parties who join in one application for service shall be jointly and severally liable for payment of bills and shall be billed by means of single periodic bills.

C. Change in Customers Equipment. Customers making any material change in the size, character or extent of the utilizing equipment or operations for which the city is supplying water service shall immediately give the city written notice of the extent and nature of the change.

D. Use of Water Without Application for Service Having Been Made. Any person or firm taking possession of and using water without having made application to the city for service shall be held liable for the full amount of the service rendered.

E. No application for water connection to the city-owned system shall be approved for an unincorporated area after the effective date of the ordinance codified in 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.

-----o0o-----

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

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

JULIE DRIMAKIS, 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:vlg

ORDINANCE NO. _____

**ORDINANCE REPEALING CHAPTER 17.67 OF THE
BAKERSFIELD MUNICIPAL CODE RELATING TO LARGE
FAMILY DAY CARE HOMES.**

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

SECTION 1.

Chapter 17.67 of the Bakersfield Municipal Code is hereby repealed in its entirety.

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;vlg

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ORDINANCE NO. _____

**ORDINANCE REPEALING SECTION 17.04.159 OF THE
BAKERSFIELD MUNICIPAL CODE RELATING TO DAY CARE
HOMES.**

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

SECTION 1.

Section 17.04.159 of the Bakersfield Municipal Code is hereby repealed in its entirety.

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

ORDINANCE NO. _____

**ORDINANCE AMENDING SECTIONS 17.04.160 AND
17.04.165 OF THE BAKERSFIELD MUNICIPAL CODE
RELATING TO DAY CARE HOMES.**

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

SECTION 1.

Section 17.04.160 of the Bakersfield Municipal Code is hereby amended to read as follows:

17.04.160 Family day care home.

See Health and Safety Code Section 1596.78.

SECTION 2.

Section 17.04.165 of the Bakersfield Municipal Code is hereby amended to read as follows:

17.04.165 Day care center.

"Day care center" means a child day care facility other than a family day care home, and includes infant centers, preschools and extended day care facilities.

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.

-----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

ORDINANCE NO. _____

**ORDINANCE AMENDING CHAPTER 17.10 SECTION
17.10.020 OF THE BAKERSFIELD MUNICIPAL CODE
RELATING TO R-1 ONE-FAMILY DWELLING ZONE.**

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

SECTION 1.

Section 17.10.020 of the Bakersfield Municipal Code is hereby amended to read as follows:

17.10.020 Uses permitted.

The following uses are permitted in an R-1 zone:

- A. A one-family dwelling;
- B. Accessory buildings or structures, including a private garage the area of which shall not exceed twelve percent of the area of the lot;
- C. Private greenhouses and horticultural collections, flower and vegetable gardens and fruit trees, not used or intended for commercial purposes;
- D. Home occupations, as defined in Section 17.04.330 and in compliance with the provisions of Chapter 17.63;
- E. Swimming pools and hot tubs;
- F. Garage and yard sales as defined in Section 17.04.305;
- G. Real Estate Tract Sales Office and Model Homes.

1. Each subdivision tract is permitted a maximum of six model homes, one of which may include a sales tract office, for each home builder in the tract. Additional model homes may be permitted subject to approval by the planning director,

2. Model homes may be constructed prior to recordation of a final map for the tract; however, no such home shall be offered for sale or rent, or be sold or rented until the final map has been recorded pursuant to Title 16 of this code,

3. Sales offices shall only be used during the original sales of the lots and/or homes within the subdivision tract in which they are located,

4. A sales office shall be located in a model home; however a separate temporary office which may include a commercial coach or mobile home, is permitted for a period not to exceed ninety days pending completion of Ordinance Amending Section 17.10.020 of the BMC Relating to R-1 One-Family Dwelling Zone

construction of the model home. Any sales office located in the garage portion of a model home shall be removed and converted to a garage prior to the building department releasing covenants restricting the model home's sale and issuing a certificate of occupancy,

5. The vehicle route leading to and in front of any sales office, shall be paved from an existing improved public street prior to the public being invited to that office regarding sales of lots and/or homes in the tract;

H. Family day care home as defined in Section 17.04.160;

I. Second unit, as defined in Section 17.04.539 and in compliance with the provisions of Chapter 17.65;

J. Ramp, platform, basin, pool or other accessory structure used for the riding of skateboards, rollerskates, rollerblades, bicycles, motorcycles, or similar devices, provided the structure does not exceed a vertical height (above or below grade) of four feet, or a horizontal area (one structure or total combined area if multiple structures) of one hundred twenty square feet. Such structures made nonconforming by this subsection shall be brought into conformance, obtain conditional use approval, or be removed by March 31, 1999;

K. Residential facility serving six or fewer persons;

L. Park for passive daytime recreation use with no lighted fields;

M. Domestic water well(s).

N. Keeping of a hen as outlined in Chapter 6.09.

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:vlg

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ORDINANCE NO. _____

**ORDINANCE AMENDING SECTION 17.63.020 OF THE
BAKERSFIELD MUNICIPAL CODE RELATING TO HOME
OCCUPATIONS.**

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

SECTION 1.

Section 17.63.020 of the Bakersfield Municipal Code is hereby amended to read as follows:

17.63.020 Permits.

A. Permit Required. A home occupation shall not be established, operated or maintained within the city without having a valid permit approved by the city according to the regulations of this chapter.

B. Permit Not Required. A home occupation permit shall not be required for the following:

1. Family day care, as defined in Section 17.04.160;
2. Residential care facility, as defined in Section 1502 of the California Health and Safety Code;
3. A business conducted in a residence within a commercial or industrial zone district where that business complies with the requirements of the commercial or industrial zone in which it is located.

C. Application. An application for a home occupation permit shall be on forms furnished by the planning director, shall be filed with the planning department before commencing the business activity, and shall be signed by the applicant. The application shall include the following information:

1. The name, mailing address, and telephone number of the owner(s) of the business;
2. The street address of the property where the business will be conducted; and
3. A description of the type of business proposed.

D. Permit Issuance. The planning director shall issue a permit if he or she finds:

1. That the application is complete;
2. That such business will be operated consistent with the regulations of this chapter and not interfere with the peace and quiet, or be contrary to the residential character of the neighborhood; and
3. The building and the proposed business will be maintained and conducted according to all laws of the city and state, including, but not limited to health, structural soundness, fire safety, and zoning.

E. Prohibited Activities. A home occupation permit shall not be issued for the following activities or activities deemed to be similar as determined by the planning director where such will be conducted on the premises the permit would apply:

1. Appliance repair on large items such as washers, refrigerators, dryers.
2. Bazaars (involving the sale of crafts or other merchandise open to the public)
3. Cabinet making.
4. Equipment or vehicle rentals.
5. Recycling centers.
6. Restaurants.
7. Stable or kennels.
8. Storage of household goods, equipment, or materials not owned by the resident.
9. Upholstering of vehicles or furniture.
10. Vehicle repair, including, but not limited to engine tuneups, body and fender work, and painting.
11. Vehicle washing and detailing where power equipment is used.
12. Veterinary clinics or hospitals.
13. Welding services.

F. Permit Nontransferable. Any permits issued according to this chapter shall be nontransferable and shall be valid only as to the applicant and the property address provided on the application.

G. Fees. The applicant shall pay a fee not to exceed the cost of processing the permit application and inspecting such business as set forth in Chapter 3.70.

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

ADMINISTRATIVE REPORT

MEETING DATE: 11/4/2020

Consent – Resolutions e.

TO: Honorable Mayor and City Council

FROM: Christopher Boyle, Development Services Director

DATE: 10/16/2020

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 October 12, 2020, 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
<input type="checkbox"/>	Resolution	Resolution
<input type="checkbox"/>	Declaration	Exhibit
<input type="checkbox"/>	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 October 12, 2020, 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: _____
VIRIDIANA GALLARDO-KING
Deputy City Attorney

EXHIBIT "A"
**REPORT AND ASSESSMENT LIST
AND DECLARATION OF
BILLY OWENS IN SUPPORT THEREOF**

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

I, Billy Owens, 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 August and September 2020. 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 September 18, 2020 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 16th day of October 2020, at Bakersfield, California.

Billy Owens
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. 019-192-06-00-4	229 S Brown Street 20-3087	Ramon Hendrix 13310 Michaelangelo Drive Bakersfield, CA 93314	\$398	\$891	\$1,289	1
2. 172-070-41-00-4	4721 Cottonwood Road 20-1681	E & F Financial Svcs Inc Et Al 655 Mariners Island Blvd #302 San Mateo, CA 94404	\$0	\$422	\$422	1
3. 018-400-06-00-3	122 Dr Martin Luther King Jr Blvd 20-3093	Pauline Davenport 122 Dr Martin Luther King Jr Bl Bakersfield, CA 93307	\$274	\$891	\$1,165	1
4. 019-191-01-00-2	236 S Haley Street 20-1771	AMS BSNS Group LLC 151 E Truxtun Avenue Bakersfield, CA 93305	\$124	\$891	\$1,015	1
5. 018-180-28-00-4	9 Kincaid Street 20-3295	Jerry Fox Jr 904 E Brundage Lane Bakersfield, CA 93307	\$124	\$891	\$1,015	1
6. 009-440-03-00-0	514 L Street 20-2244	Jose Sandoval 1321 S Vine Avenue Apt 5 Fullerton, CA 92833	\$0	\$422	\$422	1
7. 018-270-35-00-0	105 S Owens Street 20-2853	Melissa Cortez 105 S Owens Street Bakersfield, CA 93307	\$475	\$1,651	\$2,126	1
8. 414-010-10-00-9	1401 E Pacheco Road 20-1679	Jennifer Marie James 655 Mariners Island Bl Ste 302 San Mateo, CA 94404	\$0	\$422	\$422	1
9. 011-102-14-00-4	1416 Richland Street 20-2862	Harolyn Johnson PO Box 9724 Bakersfield, CA 93389	\$0	\$422	\$422	1
10. 139-360-02-00-2	700 Texas Street 20-2059	James Gonzales & Carmelo Gonzales 1921 Lucky Street Bakersfield, CA 93307	\$1,800	\$891	\$2,691	1
11. 018-360-37-00-2	301 Tyree Toliver Street 20-3381	Karen Andrea Ledesma PO Box 10535 Bakersfield, CA 93389	\$294	\$891	\$1,185	1
12. 139-432-24-00-0	703 Wilkins Street 20-3520	William J Edmonds 703 Wilkins Street Bakersfield, CA 93307	\$244	\$891	\$1,135	1
13. 139-432-26-00-6	703 Wilkins Street 20-3522	William J Edmonds 703 Wilkins Street Bakersfield, CA 93307	\$99	\$0	\$99	1
14. 139-432-25-00-3	703 Wilkins Street 20-3521	Floreane William PO Box 211 Tehachapi, CA 93581	\$99	\$891	\$990	1
15. 139-432-27-00-9	703 Wilkins Street 20-3523	Floreane William PO Box 211 Tehachapi, CA 93581	\$99	\$0	\$99	1
16. 013-160-16-00-8	1615 Beale Avenue 20-3152	Janet Stevenson 600 Elsey Street Bakersfield, CA 93309	\$0	\$149	\$149	2
17. 124-181-05-00-8	220 Bernard Street 20-3586	Castillo Bernard Plaza LLC 1715 S Arapahoe Street Los Angeles, CA 90006	\$2,000	\$891	\$2,891	2

APN	PROPERTY ADDRESS	PROPERTY OWNER	COST TO DO WORK	ADMIN COST	TOTAL COST	WARD
18. 011-391-03-00-0	1308 S Chester Avenue 20-1141	Damon Holiwell & Clara Holiwell 9112 Versailles Drive Bakersfield, CA 93311	\$0	\$100	\$100	2
19. 014-300-10-00-7	823 Kentucky Street 20-3291	Valley Capital Inv Inc 5155 Waring Road San Diego, CA 92120	\$189	\$891	\$1,080	2
20. 014-250-06-00-2	451 Lake Street 20-1621	Niles Inv LLC 1311 Beckenham Parkway Bakersfield, CA 93311	\$194	\$742	\$936	2
21. 015-380-18-00-2	1019 Owens Street 20-2145	Ella Mae Ehler 1019 Owens Street Bakersfield, CA 93305	\$630	\$891	\$1,521	2
22. 007-071-04-00-9	2130 Park Way 20-1835	Thomas Gilbreath 2130 Park Way Bakersfield, CA 93304	\$0	\$149	\$149	2
23. 012-180-05-00-5	331 Quincy Street 20-2739	Malcolm Minner 331 Quincy Street Bakersfield, CA 93305	\$2,455	\$891	\$3,346	2
24. 002-041-06-00-1	3315 San Dimas Street 20-3204	Francisca Duran 3315 San Dimas Street Bakersfield, CA 93301	\$440	\$891	\$1,331	2
25. 020-091-10-00-9	325 Wetherley Drive 20-1604	Isabel De Fillippi 7 Rico Circle Salinas, CA 93907	\$0	\$149	\$149	2
26. 006-123-28-00-0	210 17 th Street 20-1201	Juan Corona & Sofia Corona 9245 Clancey Avenue Downey, CA 90240	\$0	\$422	\$422	2
27. 017-140-13-00-1	808 E 19 th Street 20-1529	Jose Lara Tellez Jr 808 E 19 th Street Bakersfield, CA 93305	\$0	\$149	\$149	2
28. 017-190-09-00-5	1226 E 18 th Street 20-2909	Dereck Smith 1534 E 80 th Street Los Angeles, CA 90001	\$1,000	\$891	\$1,891	2
29. 005-342-08-00-2	1303 26 th Street 20-1756	Edward Padilla 3304 Brisbane Avenue Bakersfield, CA 93313	\$124	\$891	\$1,015	2
30. 120-130-11-00-5	1102 34 th Street 20-3151	Gina Kang 2185 Station Village Wy #2303 San Diego, CA 92108	\$650	\$891	\$1,541	2
31. 439-090-09-00-2	5809 Fairfax Road 20-2176	Cristobal Machyca 5809 Fairfax Road #2 Bakersfield, CA 93306	\$0	\$149	\$149	3
32. 021-431-09-00-2	2200 Noble Avenue 20-3441	Epp Family Trust 419 Houchin Road Bakersfield, CA 93304	\$265	\$891	\$1,156	3
33. 021-210-02-00-0	1109 Shattuck Avenue 20-1677	Paul Sanders II 1109 Shattuck Avenue Bakersfield, CA 93305	\$800	\$891	\$1,691	3
34. 528-251-26-00-3	11705 Dakota Hills Avenue 20-1530	Michael Di Bartolo & Mitzi Di Bartolo 11705 Dakota Hills Avenue Bakersfield, CA 93312	\$0	\$422	\$422	4
35. 492-090-23-01-0	Unassigned (NEC Snow Rd & Jewetta) 20-3254	Sweaney Holdings LLC PO Box 10016 Bakersfield, CA 93389	\$974	\$891	\$1,865	4

APN	PROPERTY ADDRESS	PROPERTY OWNER	COST TO DO WORK	ADMIN COST	TOTAL COST	WARD
36. 403-202-01-00-2	3531 Adanac Court 20-1267	B S Pannu Family Trust 10308 Tungsten Street Bakersfield, CA 93311	\$0	\$149	\$149	6
37. 194-081-07-00-6	6112 Bel Aire Way 20-3132	Meek 2007 Living Trust 12703 Lanai Avenue Bakersfield, CA 93312	\$0	\$149	\$149	6
38. 384-252-19-00-2	6008 Chicory Drive 20-2618	Juan Guzman 22113 Seine Avenue Hawaiian Garden, CA 90716	\$420	\$891	\$1,311	6
39. 441-270-27-00-3	3209 Kennedy Way 20-1586	Stephen Clary 3209 Kennedy Way Bakersfield, CA 93309	\$0	\$422	\$422	6
40. 499-583-21-00-7	5102 Park Diane Avenue 20-2433	Mark Schamblin 5913 Woodmere Drive Bakersfield, CA 93313	\$0	\$149	\$149	6
41. 514-382-22-00-5	4513 Blue Devils Avenue 20-747	Isaias Muro & Mary Muro 4513 Blue Devils Avenue Bakersfield, CA 93307	\$0	\$149	\$149	7
42. 412-243-12-00-9	1408 Canyon Court 20-1350	Victor Hernandez & Rosaura Hernandez 6200 Briquette Street Bakersfield, CA 93313	\$0	\$422	\$422	7
43. 371-470-07-00-3	4710 Encore Court 20-1020	Cynthia Marie Bellmer 4809 Peacock Court Bakersfield, CA 93313	\$695	\$891	\$1,586	7
44. 405-330-24-00-7	2300 White Lane 20-4564	Fallas Borrower IV LLC 15001 S Figueroa Street Gardena, CA 90248	\$0	\$149	\$149	7

ADMINISTRATIVE REPORT

MEETING DATE: 11/4/2020

Consent – Resolutions f.

TO: Honorable Mayor and City Council

FROM: Randy McKeegan, Finance Director

DATE: 10/23/2020

WARD:

SUBJECT: Resolution determining that eight John Deere® mowers can most efficiently be obtained through cooperative procurement bidding procedures from John Deere® Company and authorizing the Finance Director to dispense with bidding thereof, not to exceed \$89,000.

STAFF RECOMMENDATION:

Staff recommends adoption of the resolution.

BACKGROUND:

On September 23, 2020, Council approved a resolution to purchase seven mowers. Price quotes for that Council action were based on manufacturer year models for 2020. Subsequent to Council award, the manufacturer, John Deere®, sold out of inventory of the 2020 units and transitioned to manufacturer year model 2021 units at a higher price. This resolution for eight 60" mowers will replace the previously awarded resolution for seven 60" mowers for the Recreation and Parks Department. The increased complement to eight units is to allow the conversion of a 42" mower to a 60" mower. The 42" mower meets the criteria for replacement as determined by the Fleet Division.

The City municipal code allows the City to dispense with bidding when equipment or supplies are not available from a local vendor whose company has developed said pricing through a competitive bidding process with another government agency.

John Deere® Company, Inc. has entered into a competitive procurement contract with Sourcewell to offer discount pricing for John Deere® equipment. The delivering dealer will be Kern Machinery, Inc., Bakersfield. Staff recommends adoption of the Resolution to dispense with bidding for the purchase of John Deere® mowers from John Deere® Company, Inc., Cary, NC, not to exceed \$89,000 for eight (Model Year 2021) John Deere® Z955M ZTrak 60" mowers for the Recreation and Parks Department.

Funds are budgeted in the Equipment Management Fund for this replacement of eight mowers.

ATTACHMENTS:

Description		Type
▢	Resolution	Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE BAKERSFIELD CITY COUNCIL DISPENSING WITH FORMAL BIDDING PROCEDURES IN THE PURCHASE OF JOHN DEERE MOWERS AND AUTHORIZING THE USE OF COOPERATIVE PROCUREMENT CONTRACTS FOR THE PURCHASE OF EIGHT MOWERS, NOT TO EXCEED \$89,000.

WHEREAS, the City may enter into cooperative procurement contracts for supplies, equipment or materials without competitive bidding pursuant to Bakersfield Municipal Code Section 3.20.060(D)(6); and

WHEREAS, prices offered through national cooperative procurement contracts are generally less expensive than the prices for work, supplies, the City is currently paying; and

WHEREAS, purchasing work, supplies, equipment or materials for the City through national cooperative procurement contracts is to the City's economic advantage and in the City's best interests; and

WHEREAS, Bakersfield Municipal Code Section 3.20.060(D)(6) allows the City to dispense with bidding procedures when it is determined that work, supplies, equipment or materials are not available from local vendors and that it is in the best interests of the City, and to the City's economic advantage that such work, supplies, equipment or materials be obtained at the lowest possible cost for the quality needed by entering into a city, county, state or federal government cooperative procurement contract that was competitively awarded by another governmental agency within the last 36 months; and

WHEREAS, the process used to determine the vendors for the cooperative procurement contracts herein substantially comply with the City's procurement process, including public advertisement for sealed bids and awards determined on the basis of best value.

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

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

2. The Council finds that work, supplies, equipment or materials are not available from local vendors and that it is in the best interests of the city, and to the city's economic advantage that such work, supplies, equipment or materials be obtained at the lowest possible cost for the quality needed by entering into a city, county, state or federal government cooperative procurement contract that was competitively awarded by another governmental agency within the last 36 months.

3. The Finance Director or his designee is authorized to dispense with bidding in accordance with section 3.20.060(D)(6) of the Bakersfield Municipal Code and to negotiate the purchase of same, not to exceed \$89,000.

4. The Finance Director or his designee is authorized to purchase eight John Deere Mowers at Sourcewell Contract #062117-DAC pricing through John Deere Company, Kern Machinery, Inc., Bakersfield, will be the delivering dealer, and to negotiate the purchase of same, not to exceed \$89,000.

5. That the Finance Director or designee is authorized to negotiate and execute any documents that may be necessary to register with, and purchase work, supplies, equipment or materials from the vendors herein.

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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:

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

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

APPROVED _____

By _____
KAREN GOH Mayor

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By _____
JOSHUA H. RUDNICK
Deputy City Attorney

ADMINISTRATIVE REPORT

MEETING DATE: 11/4/2020

Consent – Resolutions g.

TO: Honorable Mayor and City Council
FROM: Nick Fidler, Public Works Director
DATE: 10/7/2020
WARD: Ward(s) 2, 4
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 1-129 (SWC of Snow Road & Allen Road) – Ward 4
2. Area 4-224 (1306, 1306B, 1308 Alta Vista Drive) – Ward 2
3. Area 4-225 (20 S. H Street) – Ward 2

STAFF RECOMMENDATION:

Staff recommends adoption of the resolutions.

BACKGROUND:

On October 21, 2020 the Council adopted Resolutions of Intention No. 2061, 2062, and 2063 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 1-129 to the CMD	Resolution
▣ MD 1-129 Exhibit 1	Exhibit
▣ MD 1-129 Exhibit A	Exhibit
▣ MD 1-129 Exhibit B	Exhibit
▣ MD 1-129 Exhibit C	Exhibit
▣ MD 1-129 Exhibit D	Exhibit
▣ MD 1-129 Exhibit E	Exhibit
▣ MD 1-129 Exhibit F	Exhibit
▣ Resolution adding Area 4-224 to the CMD	Resolution
▣ MD 4-224 Exhibit 1	Exhibit
▣ MD 4-224 Exhibit A	Exhibit
▣ MD 4-224 Exhibit B	Exhibit
▣ MD 4-224 Exhibit C	Exhibit
▣ MD 4-224 Exhibit D	Exhibit
▣ MD 4-224 Exhibit E	Exhibit
▣ MD 4-224 Exhibit F	Exhibit
▣ Resolution adding Area 4-225 to the CMD	Resolution
▣ MD 4-225 Exhibit 1	Exhibit
▣ MD 4-225 Exhibit A	Exhibit
▣ MD 4-225 Exhibit B	Exhibit
▣ MD 4-225 Exhibit C	Exhibit
▣ MD 4-225 Exhibit D	Exhibit
▣ MD 4-225 Exhibit E	Exhibit
▣ MD 4-225 Exhibit F	Exhibit

**A RESOLUTION ADDING TERRITORY, AREA 1-129
(SWC OF SNOW ROAD & ALLEN ROAD) 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 1-129 (VTM 7186), 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. 2061 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 1-129, as shown and designated on that certain map entitled "Map and Assessment Diagram for Addition of Territory, Area 1-129 (SWC of Snow Road & Allen Road), 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 1-129 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 2020-2021 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: _____
JOSHUA RUDNICK
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 1-129

Fiscal Year 2020-2021

Addition of territory to the Consolidated Maintenance District, as shown in Exhibit "A" is generally described as the southwest corner of Snow Road and Allen Road and as specifically shown on Map and Assessment Diagram marked Exhibit "B," attached hereto and incorporated herein by reference as though fully set forth, as an area within the City of Bakersfield.

Pursuant to the provisions of Chapter 13.04 of Title 13 of the Municipal Code of the City of Bakersfield, referred to as the Maintenance District Procedure, the Public Works Director makes and files this report and proposed assessment of and upon all parcels of property within the area for the cost of maintaining a public park and public street medians and other public street landscaping. The improvements generally include, but are not limited to, recreation and sports equipment including swings, slides, play structures and storage buildings; picnic facilities including tables, benches, barbecues, trash cans, drinking fountains and restrooms; irrigation system including water mains, sprinklers, fountains, and electrical wires, conduits and timers; plant forms including trees, shrubs, ground cover and turf; and sidewalks and walkways now existing or hereafter to be constructed or planted in and for said area and are of a public nature. The assessment includes the cost of necessary repairs, replacement, water, electricity, care, supervision and any and all other items necessary for the proper maintenance and operation thereof, and all additions and improvements thereto which may hereafter be made.

For many years, public parks, public streets median and other public street landscaping improvements in the City were maintained through traditional tax revenues. After Proposition 13, in 1978, funds available for maintenance and operation of parks, street median and other street landscaping improvements were substantially reduced. At present, the City's budget does not allow for maintenance and operation of park and street landscaping improvements of the type described above. Thus, without funds for maintenance and operating costs from a source other than general tax revenues, the City does not permit new public parks, street median and other street landscaping improvements to be constructed within the City.

Additional territory, as shown in Exhibit "E" is being added to the Consolidated Maintenance District for the maintenance of a park and public street median and other street landscaping. The area will be assigned appropriate park and street tiers in the Consolidated Maintenance District so that each parcel will be assessed the same amount as other parcels receiving a similar benefit.

All parcels within this area shall be assessed an amount not to exceed that established in Resolution No. 019-05 per equivalent dwelling unit (as that term is defined in Exhibit "C") per parcel. In each subsequent year, annual assessments may increase by the cost of living

reflected in the Los Angeles-Riverside-Orange County/All Urban Consumers Consumer Price Index. However, parcels will not be assessed until park and/or street landscaping have been installed. When park and/or street landscape improvements have been completed, the appropriate park and street tier levels will be assigned, but in no case shall the assessments exceed the amount established in Resolution No. 019-05 as escalated per the above described Consumer Price Index.

All parcels as described in the Benefit Formula on file with the City Clerk within the area will be affected. Sensory benefits from installing street landscaping are aesthetic enhancement and open space enjoyment.

A public park will benefit all the residential lots and public median and street landscaping will benefit all the lots or parcels and will be assessed on an Equivalent Dwelling Unit basis throughout the area. The Benefit Formula is set forth herein as Exhibit "C" and attached hereto and incorporated in this resolution as though fully set forth herein.

NOW THEREFORE, I, NICK FIDLER, Director of Public Works of the City of Bakersfield, by virtue of the power vested in me and the order of the Council of said City, hereby submit the Fiscal Year 2020-2021 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 1-129

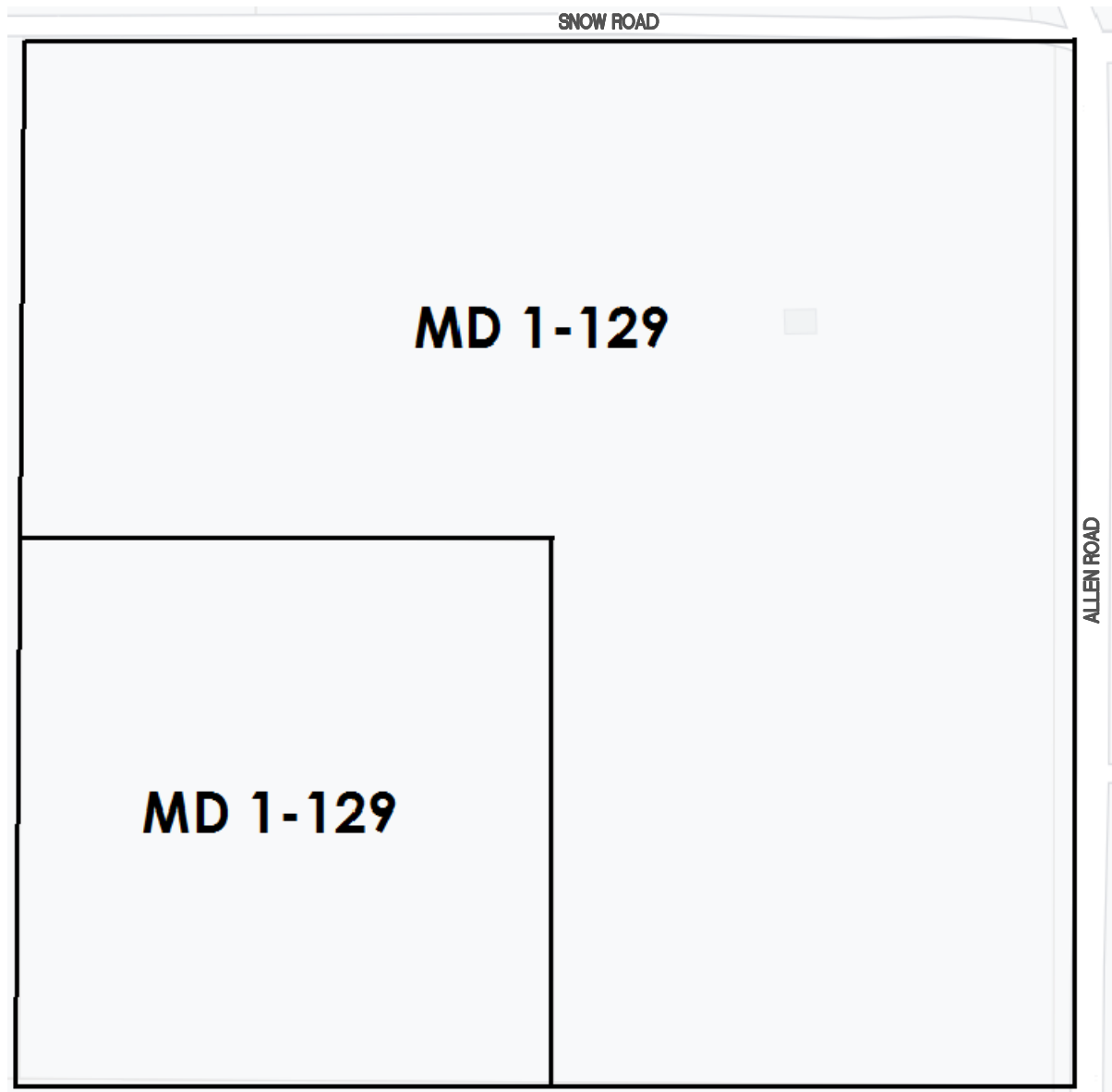
An area located in Section 11, Township 29, Range 26 M.D.B. & M., more particularly described as follows:

Vesting Tentative Tract Map 7186

SWC of Snow Road and Allen Road Bakersfield California

Containing: 39.09 Acres, more or less.

MAP AND ASSESSMENT DIAGRAM
FOR ADDITION OF TERRITORY
(AREA 1-129) TO THE
CONSOLIDATED MAINTENANCE DISTRICT
BAKERSFIELD, CALIFORNIA



NOT TO SCALE

EXHIBIT "B"

FILE: MD 1-129 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 019-05. 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 1-129

Said assessment is made in accordance with the benefit formula attached hereto.

2020-2021 BUDGET

Gross Budget Amount Required	\$0.00
(City Staff Services or Contract, Supplies, Materials and Utilities)	
Estimated Beginning Fund Balance(Deficit) **	\$0.00
Less: City Contributions	<u>\$0.00</u>
NET AMOUNT TO BE ASSESSED	\$0.00

** Previous Years Deficits No Longer Carried Forward.

MAINTENANCE DISTRICT AREA 1-129

ASSESSMENT ROLL

FISCAL YEAR 2020-2021

Assessor's Tax No.	Total amount to be collected for FY (2020-2021)
529-011-04-00-6	\$0.00
529-011-05-00-9	\$0.00
Total	\$0.00

Inclusion of a Subdivision into the Consolidated Maintenance District

August 25, 2020

City of Bakersfield - Public Works Department
Attn: Jim Schroeter
1600 Truxtun Avenue
Bakersfield, California 93301

RE: Inclusion of Vesting Tentative Tract Map No. 7186 in a Consolidated Maintenance District (CMD)

Dear Mr. Schroeter:

We, the undersigned, as owners of the property included within Tract Map No. 7186 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 \$910.00 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,
V Lions Holdings, LLC



Keith Gardiner
Manager

A RESOLUTION ADDING TERRITORY, AREA 4-224 (1306, 1306B, 1308 ALTA VISTA DRIVE) 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 4-224, 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. 2062 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 4-224, as shown and designated on that certain map entitled "Map and Assessment Diagram for Addition of Territory, Area 4-224 (1306, 1306B, 1308 Alta Vista Drive), 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 4-224 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 2020-2021 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: _____
JOSHUA RUDNICK
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 4-224

Fiscal Year 2020-2021

Addition of territory to the Consolidated Maintenance District, as shown in Exhibit "A" is described as 1306, 1306B, & 1308 Alta Vista Drive 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 2020-2021 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 4-224

An area located in Section 20, Township 29S, Range 28E M.D.B. & M., more particularly described as follows:

Zone Mod 19-0275

1306 - 1306B - 1308 Alta Vista Dr. Bakersfield California

Containing: 0.21 Acres, more or less.

MAP AND ASSESSMENT DIAGRAM
FOR ADDITION OF TERRITORY
(AREA 4-224) TO THE
CONSOLIDATED MAINTENANCE DISTRICT
BAKERSFIELD, CALIFORNIA



NOT TO SCALE

EXHIBIT "B"

FILE: MD 4-224 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 019-05. 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 4-224

Said assessment is made in accordance with the benefit formula attached hereto.

2020-2021 BUDGET

Gross Budget Amount Required	\$0.00
(City Staff Services or Contract, Supplies, Materials and Utilities)	
Estimated Beginning Fund Balance(Deficit) **	\$0.00
Less: City Contributions	<u>\$0.00</u>
NET AMOUNT TO BE ASSESSED	\$0.00

** Previous Years Deficits No Longer Carried Forward.

MAINTENANCE DISTRICT AREA 4-224

ASSESSMENT ROLL

FISCAL YEAR 2020-2021

Assessor's Tax No.	Total amount to be collected for FY (2020-2021)
012-250-10-00-9	\$0.00
Total	\$0.00

Inclusion of a Subdivision into the Consolidated Maintenance District

James R Dethlefsen
1306 – 1306B – 1308 Alta Vista Drive
Bakersfield, California 93305

City of Bakersfield - Public Works Department
Attn: Jim Schroeter
1600 Truxtun Avenue
Bakersfield, California 93301

Dear Mr. Schroeter:

RE: Inclusion of 1306 – 1306B – 1308 Alta Vista Drive in a Consolidated Maintenance District (CMD)

We, the undersigned, as owners of the property included within 1306 – 1306B – 1308 Alta Vista Drive 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 \$ 910.00 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,



James R Dethlefsen
Owner

A RESOLUTION ADDING TERRITORY, AREA 4-225 (20 S. H 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 4-225 (PMW 20-0022), 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. 2063 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 4-225, as shown and designated on that certain map entitled "Map and Assessment Diagram for Addition of Territory, Area 4-225 (20 S. H 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

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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 4-225 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 2020-2021 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: _____
JOSHUA RUDNICK
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 4-225

Fiscal Year 2020-2021

Addition of territory to the Consolidated Maintenance District, as shown in Exhibit "A" is described as 20 S. H 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 2020-2021 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 4-225

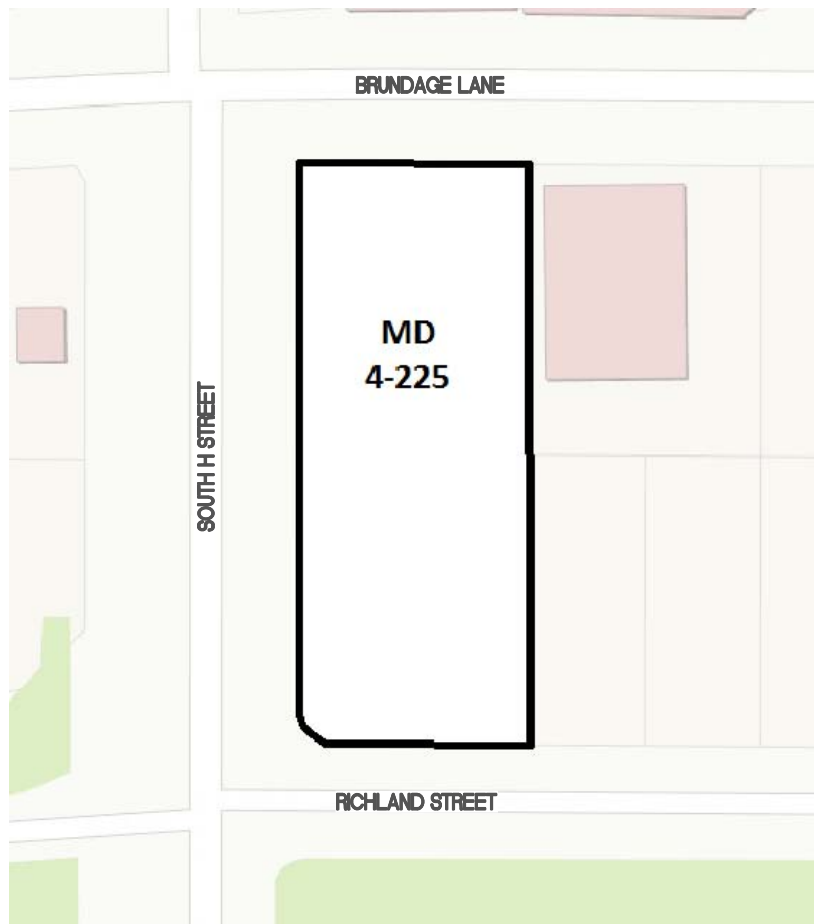
An area located in Section 6, Township 30, Range 28 M.D.B. & M., more particularly described as follows:

PMW 20-0022

20 S. H Street Bakersfield California

Containing: 0.82 Acres, more or less.

MAP AND ASSESSMENT DIAGRAM
FOR ADDITION OF TERRITORY
(AREA 4-225) TO THE
CONSOLIDATED MAINTENANCE DISTRICT
BAKERSFIELD, CALIFORNIA



NOT TO SCALE

EXHIBIT "B"

FILE: MD 4-225 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 019-05. 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 4-225

Said assessment is made in accordance with the benefit formula attached hereto.

2020-2021 BUDGET

Gross Budget Amount Required	\$0.00
(City Staff Services or Contract, Supplies, Materials and Utilities)	
Estimated Beginning Fund Balance(Deficit) **	\$0.00
Less: City Contributions	<u>\$0.00</u>
NET AMOUNT TO BE ASSESSED	\$0.00

** Previous Years Deficits No Longer Carried Forward.

MAINTENANCE DISTRICT AREA 4-225

ASSESSMENT ROLL

FISCAL YEAR 2020-2021

Assessor's Tax No.	Total amount to be collected for FY (2020-2021)
011-101-01-00-9	\$0.00
011-101-17-00-6	\$0.00
011-101-18-00-9	\$0.00
Total	\$0.00



Vincent M. Roche
Executive Director/Principal
Lic. 01155079
Cushman & Wakefield Pacific
5060 California Ave., Suite 1000
Bakersfield, CA 93309
T. 661.633.3817
F. 661.633.3801
Vincent.roche@paccra.com
www.paccra.com

Inclusion of a Subdivision into the Consolidated Maintenance District

September 23, 2020

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. 20-0022 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. 20-0022 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 \$ 910.00 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,

Vincent M. Roche
1631 Brundage Lane, LLC
Managing Member



ADMINISTRATIVE REPORT

MEETING DATE: 11/4/2020

Consent – Resolutions h.

TO: Honorable Mayor and City Council

FROM: Greg Terry, Chief of Police

DATE: 10/15/2020

WARD:

SUBJECT: Resolution designating the Chief of Police with the authorization to execute, on behalf of the Bakersfield City Council, Agreement No. 20112126 with the State of California Commission on Peace Officer Standards and Training.

STAFF RECOMMENDATION:

Staff recommends adoption of the resolution and approval of the agreement.

BACKGROUND:

The Commission on Peace Officer Standards and Training (POST) establishes the minimum training requirements for a Regular Basic Course (RBC) in the State of California. The RBC is the entry-level training curriculum for California peace officers, otherwise commonly referred to as the basic peace officer academy. The Bakersfield Police Department continues to host basic peace officer academies in compliance with these regulations set forth by POST. The local hosting of these police academies provide the City of Bakersfield with an economical and efficient means to meet our law enforcement hiring needs while maintaining the State of California training standards in accordance with the RBC curriculum.

As part of the RBC curriculum, specific instruction is required for the operation of emergency vehicles. This learning domain is identified as the Emergency Vehicle Operations Course (EVOC) and requires a minimum of 40 hours of instruction encompassing practical exercises related to police vehicle operations, defensive driving principles, and techniques to develop safe driving habits. As an RBC hosting agency, POST has authorized reimbursement for the costs associated with this specific area of instruction. The amount estimated by POST for EVOC instruction equates to \$1,500 per student, not to exceed seventy-five (75) students or \$112,500 during an agreement period of July 1, 2020 and June 30, 2021.

To accept this reimbursement, the State of California requires the Bakersfield Police Department enter into an agreement with the Commission on Peace Officers and Training which outlines the instructional requirements and general terms and conditions (Exhibit "A"). This agreement requires the City to indemnify the State of California for any and all claims associated with the performance of this agreement. This agreement may be executed by the

Chief of Police on behalf of the City Council, including any extensions or amendments thereof and any subsequent contract with the State of California in relation thereto.

ATTACHMENTS:

Description	Type
▣ Resolution Authorizing Agreement	Resolution
▣ Agreement for POST EVOC Reimbursement	Agreement

RESOLUTION NO. ____

**A RESOLUTION AUTHORIZING THE BAKERSFIELD
POLICE DEPARTMENT (BPD) TO ACCEPT FUNDING IN
THE AMOUNT UP TO \$112,500, MADE AVAILABLE
THROUGH THE CALIFORNIA COMMISSION ON PEACE
OFFICER STANDARDS AND TRAINING (POST).**

WHEREAS, the California Commission on Peace Officer Standards and Training (POST) offers financial compensation for the required training and instruction related to the Emergency Vehicle Operations Course (EVOG), which is hosted by the Bakersfield Police Department during the Regular Basic Course (RBC).

WHEREAS, the Bakersfield Police Department desires to enter into an agreement with POST, in which the department will be reimbursed for delivering the EVOG training and instruction in the RBC to up to 75 students.

NOW, THEREFORE, BE IT RESOLVED that the Chief of Police of the City of Bakersfield is authorized to execute on behalf of the Bakersfield City Council the attached contract, including any extensions or amendments thereof and any subsequent contract with the State in relation thereto.

IT IS AGREED that any liability arising out of the performance of this contract, including civil court actions for damages, shall be the responsibility of the City of Bakersfield.

Signatures on the Following Page

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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: _____

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

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

20112126

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Commission on Peace Officer Standards and Training

CONTRACTOR NAME

Bakersfield Police Department

2. The term of this Agreement is:

START DATE

July 1, 2020

THROUGH END DATE

June 30, 2021

3. The maximum amount of this Agreement is:

\$112,500.00 (One hundred twelve thousand and five hundred dollars and zero cents)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	2
Exhibit A, Attachment I	Specifications for Emergency Vehicle Operations Course	7
Exhibit B	Budget Detail and Payment Provisions	2
+ - Exhibit C *	General Terms and Conditions	04/2017
+ - Exhibit D	Special Terms and Conditions	2

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Bakersfield Police Department

CONTRACTOR BUSINESS ADDRESS

1601 Truxtun Avenue

CITY

Bakersfield

STATE

CA

ZIP

93301

PRINTED NAME OF PERSON SIGNING

Greg Terry

TITLE

Chief

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

9/15/20

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

20112126

PURCHASING AUTHORITY NUMBER (If Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Commission on Peace Officer Standards and Training

CONTRACTING AGENCY ADDRESS

860 Stillwater Road, Suite 100

CITY

West Sacramento

STATE

CA

ZIP

95605-

PRINTED NAME OF PERSON SIGNING

Maria A. Sandoval

TITLE

Assistant Executive Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED


CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> BAKERSFIELD POLICE DEPARTMENT		<i>Federal ID Number</i> 95-6000672
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> GREG TERRY CHIEF OF POLICE		
<i>Date Executed</i> 9/15/20	<i>Executed in the County of</i> KERN	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

EXHIBIT A

The Regular Basic Course (RBC), in any format presented, is the entry-level training requirement for California peace officers specified in Penal Code section 832.3(a) as well as peace officers employed by POST participating agencies as specified in Commission Regulation 1005(a). Presentation of the RBC curriculum is intermittent and based upon the staffing needs of the region or agency. The RBC is delivered in an instructional sequence which is divided into 42 Learning Domains (LDs), one (1) of which is the Emergency Vehicle Operations Course (EVOC) in LD 19.

SCOPE OF WORK

1. Bakersfield Police Department (Contractor) agrees to provide the Commission on Peace Officer Standards and Training (POST), with EVOC Training services as described herein.
2. The project coordinators during the term of this Agreement will be:

POST

Name: Cheryl Smith
Phone: (916) 227-0544
Email: Cheryl.Smith@post.ca.gov

Bakersfield Police Department

Name: Captain Jeremy Blakemore
Phone: (661) 326-3835
Email: jblakemo@bakersfieldPD.us

Direct all Agreement inquiries to:

POST

Contracts Unit
Name: Contracts Analyst
860 Stillwater Road, Suite 100
West Sacramento, CA 95605
Phone: (916) 227-4537
Email: contracts@post.ca.gov

Bakersfield Police Department

Name: Captain Jeremy Blakemore
Address: 1601 Truxtun Avenue
Bakersfield, CA 93301
Phone: (661) 326-3835
Email: jblakemo@bakersfieldPD.us

3. Statement of Work
 - a. The Contractor agrees to train up to seventy-five (75) students at a per student rate of \$1,500.00 for students in EVOC training not to exceed \$112,500.00.
 - b. The Contractor will devote a minimum of 40 hours to EVOC instruction in accordance with the course content specified in the Training and Testing Specifications for Peace Officer Basic Courses (TTS), incorporated herein Exhibit A, Attachment I.
 - c. The Contractor will include new EVOC-specific content required by any regular updates to the TTS which become effective during the contract period. This training is designed to show peace officers the importance of defensive driving principles and techniques in order to develop safe driving habits.
 - d. Each course presentation shall be certified by POST and presented in accordance with content provided by POST.
 - e. All students must be full-time law enforcement officers employed with agencies in the POST Reimbursable Program.

- f. In the event there are not enough students from POST reimbursable agencies to fill any class, the Contractor may opt to fill vacancies with students who are not full-time, on duty law enforcement officers from POST reimbursable agencies. Students attending the course who are non-reimbursable under POST regulations shall be charged applicable course tuition by the Contractor. Prior to submission of an invoice to POST, the Contractor shall deduct, from the total sum, the amount collected for tuition. The invoice shall clearly reflect where the collected tuition has been deducted. Invoices for payment shall be submitted in accordance with the terms specified in Exhibit B, Budget Detail and Payment Provisions.

EXHIBIT A, ATTACHMENT I

Specifications for Emergency Vehicle Operations Course (EVOC)

The Regular Basic Course (RBC), in any format presented, is the entry-level training requirement for California peace officers specified in Penal Code section 832.3(a) as well as peace officers employed by POST participating agencies as specified in Commission Regulation 1005(a). The RBC is delivered in an instructional sequence which is divided into 42 Learning Domains (LDs), one (1) of which is the EVOC in LD19. The Contractor will devote a minimum of 40 hours to EVOC instruction. Presentation of the RBC is intermittent and based upon the staffing needs of the region or agency.

I. LEARNING NEED

Peace officers need to know the importance of defensive driving principles and techniques in order to develop safe driving habits.

LEARNING OBJECTIVES

- A. Determine a safe distance when following another vehicle
- B. Identify the effect of speed on a driver's peripheral vision
- C. Discuss how perception and reaction time affects a vehicle's total stopping distance
- D. Demonstrate appropriate actions to prevent intersection collisions
- E. Recognize potential hazards of freeway driving and appropriate actions to prevent collisions
- F. Demonstrate appropriate actions to prevent collisions when operating a vehicle in reverse
- G. Demonstrate the importance and proper use of safety belts in a law enforcement vehicle
- H. Identify psychological and physiological factors that may have an effect on a peace officer's driving
- I. Identify hazards of various road conditions
- J. Discuss the components of a vehicle inspection
- K. Demonstrate proper techniques for recognizing and coping with distractions while operating a law enforcement vehicle

II. LEARNING NEED

Peace officers must recognize that emergency response (Code 3) driving demands a thorough understanding of the associated liability and safety issues.

LEARNING OBJECTIVES

- A. Identify the objectives of emergency response driving
- B. Recognize the statute(s) governing peace officers when operating law enforcement vehicles in the line of duty
 - 1. Rules of the road
 - 2. Liability

- C. Explain the importance of agency-specific policies and guidelines regarding emergency response driving
- D. Identify the statutory responsibilities of non-law enforcement vehicle drivers when driving in the presence of emergency vehicles operated under emergency response conditions
- E. Demonstrate the use of emergency warning devices available on law enforcement vehicles
- F. Identify factors that can limit the effectiveness of a vehicle's emergency warning devices
- G. Demonstrate the use of communication equipment
- H. Identify the effects of siren syndrome
- I. Recognize guidelines for entering an intersection when driving under emergency response conditions

III. LEARNING NEED

All peace officers who operate law enforcement emergency vehicles must recognize that even though the purpose of pursuit driving is the apprehension of a suspect who is using a vehicle to flee, the vehicle pursuit is never more important than the safety of peace officers and the public.

LEARNING OBJECTIVES

- A. Discuss the requirements of Penal Code Section 13519.8
- B. Discuss the requirements of Vehicle Code Section 17004.7

IV. LEARNING NEED

Peace officers must be proficient in the operation of the vehicle and know the dynamic forces at work. Proper steering control, throttle control, speed judgment, and brake use enhances driving expertise.

LEARNING OBJECTIVES

- A. Distinguish between longitudinal and lateral weight transfer
- B. Demonstrate the ability to mitigate the effects of spring loading
- C. Demonstrate proper techniques for two-handed shuffle steering
- D. Demonstrate proper throttle control
- E. Demonstrate proper roadway position and the three essential reference points of a turning maneuver
- F. Explain the primary effects speed has on a vehicle in a turning maneuver
- G. Demonstrate proper braking methods
- H. Distinguish between and describe the causes of the following types of vehicle skids:
 - 1. Understeer skid
 - 2. Oversteer skid
 - 3. Locked-wheel skid
 - 4. Acceleration skid
 - 5. Centrifugal skid

- I. Identify the causes and contributing factors of vehicle hydroplaning

V. REQUIRED TESTS

VEHICLE OPERATIONS SAFETY

All vehicle operations exercise testing must be conducted under written academy/presenter safety procedures and or protocols established in accordance with the POST safety guidelines. Students are required to comply with every aspect of presenter safety procedures and or protocols during vehicle operations training and testing.

- A. An exercise test that requires the student drive a law enforcement vehicle not equipped with Electronic Stability Control (ESC) and demonstrate the ability to control the vehicle during understeer and oversteer conditions or drive a law enforcement vehicle equipped with ESC and demonstrate the ability to control the vehicle during understeer conditions.

The student will demonstrate competency in the following performance dimensions:

1. Safety
2. Situational Awareness
3. Braking Technique(s)
4. Steering Technique(s)
5. Throttle Control
6. Control of Weight Transfer
7. Skid Control
8. Rate of Performance
9. Fluency of Performance
10. Level of Response

Presenters must use the POST-developed Vehicle Operations Competency Exercise Test Form or a presenter-developed form approved by POST, which minimally includes the performance dimensions used for this exercise test.

- B. An exercise test that requires the student to drive a law enforcement vehicle and demonstrate the ability to safely drive and control the vehicle while operating under emergency response (Code 3) conditions to include interacting with an interference vehicle driven by a qualified Driver Training Instructor (as defined in Regulation 1070).

The student will demonstrate competency in the following performance dimensions:

1. Safety
2. Situational Awareness
3. Braking Technique(s)
4. Steering Technique(s)
5. Throttle Control
6. Roadway Positioning
7. Operating Associated Equipment
8. Fluency of Performance
9. Level of Performance

Presenters must use the POST-developed Vehicle Operations Competency Exercise Test Form or a presenter-developed form approved by POST, which minimally includes the performance dimensions used for this exercise test.

- C. An exercise test that requires the student to drive a law enforcement vehicle and demonstrate the ability to safely drive and control the vehicle while operating under vehicle pursuit situations to include interacting with an interference vehicle driven by a qualified Driver Training Instructor (as defined in Regulation 1070).

The student will demonstrate competency in the following performance dimensions:

1. Safety
2. Situational Awareness
3. Braking Technique(s)
4. Steering Technique(s)
5. Throttle Control
6. Roadway Positioning
7. Operating Associated Equipment
8. Rate of Performance
9. Level of Performance
10. Fluency of Performance

Presenters must use the POST-developed Vehicle Operations Competency Exercise Test Form or a presenter-developed form approved by POST, which minimally includes the performance dimensions used for this exercise test.

- D. An exercise test that requires the student to drive a law enforcement vehicle and successfully demonstrate in four out of five attempts the collision avoidance exercise as described in the Emergency Vehicle Operations Course Instructor Manual. The test will include a light indicator for lane selection and a minimum of 35 mph entry speed in dry surface conditions and a minimum of 30 mph entry speed in wet surface conditions. If the light indicator malfunctions, an alternate visual indicator shall be utilized.

The student will demonstrate competency in the following performance dimensions:

1. Safety
2. Situational Awareness
3. Braking Technique(s)
4. Steering Technique(s)
5. Throttle Control

Presenters must use the POST-developed Vehicle Operations Competency Exercise Test Form or a presenter-developed form approved by POST, which minimally includes the performance dimensions used for this exercise test.

- E. An exercise test that requires the student to drive a law enforcement vehicle and demonstrate a series of slow speed precision driving maneuvers. The slow speed precision driving maneuvers must include at least three (3) tested maneuvers contained in the Emergency Vehicle Operations Course Instructor Manual.

The instructor manual slow speed maneuvers are listed as follows:

1. Turn Around
2. Off Set Lane
3. Steering Course (forward and reverse)
4. "T" Driveway
5. Bootleg Turn
6. Angled Driveway
7. "Y" Driveway
8. Vehicle Control
9. Parallel Parking

The student will demonstrate competency in the following performance dimensions:

1. Safety
2. Situational Awareness
3. Braking Techniques(s)
4. Steering Technique(s)
5. Throttle Control
6. Speed Judgment
7. Vehicle Placement
8. Backing
9. Tactical Seatbelt Removal (TSR)
10. Rate of Performance
11. Fluency of Performance

Presenters must use the POST-developed Vehicle Operations Competency Exercise Test Form or a presenter-developed form approved by POST, which minimally includes the performance dimensions used for this exercise test.

- F. An exercise test that requires a student to drive a law enforcement vehicle during which the student must reach a speed of at least 65 mph prior to entering a turn of sufficient radius to require a minimum 30 mph deceleration. This exercise test may be tested concurrently with emergency response or pursuit tests.

The student will demonstrate competency in the following performance dimensions:

1. Safety
2. Situational Awareness
3. Braking Techniques(s)
4. Steering Technique(s)
5. Throttle Control
6. Speed Judgment
7. Roadway Positioning
8. Fluency of Performance
9. Level of Response

Presenters must use the POST-developed Vehicle Operations Competency Exercise Test Form or a presenter-developed form approved by POST, which minimally includes the performance dimensions used for this exercise test.

VI. REQUIRED LEARNING ACTIVITIES

- A. The student will participate in a learning activity that requires the student to participate in the use of a Law Enforcement Driving Simulator (LEDS) and after acclimation participate in at least two (2) different emergency responses and two (2) different pursuits.
- B. The student will participate in a learning activity that requires the student to brake suddenly and engage the Anti-lock Braking System (ABS)
- C. The student will participate in a learning activity that requires the student to drive a law enforcement vehicle during the hours of darkness (as defined in Vehicle Code Section 280) utilizing headlights. The activity must include emergency response and/or pursuit.

D. The student will participate in a learning activity that requires the student to drive a law enforcement vehicle, during which the student will demonstrate the ability to accurately steer and control the vehicle under high performance cornering conditions, including but not limited to:

1. Safety
2. Situational Awareness
3. Braking Technique(s)
4. Steering Technique(s)
5. Throttle Control
6. Speed Judgment
7. Roadway Positioning
8. Control of Weight Transfer

E. The student will participate in one or more learning activities from the POST-developed Instructor's Guide to Learning Activities for Leadership, Ethics and Community Policing (December 2005) or other comparable sources regarding vehicle operations.

At a minimum, each activity, or combination of activities must address the following topics:

1. Use of critical thinking and decision making to balance the apprehension of violators against the obligation to drive safely, tactically and responsibly
2. Effects of personal attitudes on emergency or pursuit driving and the interests of public safety
3. Community expectations that officers should be exemplary drivers
4. Accountability as it relates to officer actions during vehicle operation
5. Universal concepts of Penal Code Section 13519.8 and Vehicle Code Section 17004.7

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

A. The Contractor shall receive reimbursement for services satisfactorily rendered and upon receipt and approval of the Contractor's invoices, the State agrees to compensate the Contractor for expenditures incurred, up to the maximum amount of \$112,500.00 as described below.

B. All costs indicated herein are fixed rates. Totals may change based on actual usage.

The maximum number of seventy-five (75) EVOC Courses shall be presented and is not to exceed the per student rate of \$1,500.00 for reimbursable students:

75 students X \$1,500.00 per student rate = \$112,500.00 maximum contract amount

- C. Upon completion of each presentation, the Contractor agrees to submit a detailed invoice in duplicate with the following information before payment will be authorized:
- Agreement Number
 - Course Title
 - Dates of Course presented
 - Authorized rate per student
 - Course Roster/s
 - An invoice totaling the number of full-time, on-duty POST reimbursable students who attended the presentation. Per Penal Code 13523, POST does not allow reimbursement for Reserve Officers.

Invoices not containing the above bulleted information will be disputed and payment will be held until complete information and/or documentation is submitted. The Contractor shall submit invoices not more frequently than monthly in arrears to the address provided below before the 15th of the upcoming month:

Commission on POST
Accounting Section
860 Stillwater Road, Suite 100
West Sacramento, CA 95605-1630

2. BUDGET CONTINGENCY CLAUSE

- A. It is mutually agreed that if the California State Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the California State Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. PROMPT PAYMENT CLAUSE

- A. Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

General Terms and Conditions (GTC 04/2017)

EXHIBIT C

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
 - a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
 - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
 - b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. **SETTLEMENT OF DISPUTES**: Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by compromise shall be decided by POST, who shall produce its decision notification decision in writing and mail or otherwise furnish a copy thereof to the Contractor. The Contractor shall have fifteen (15) calendar days after receipt of such a decision to submit a written protest to POST specifying in detail in what particulars the Agreement requirements were exceeded. If the Contractor fails to submit such a protest within the period specified above shall constitute a waiver of any and all rights to adjustment in the Agreement terms and POST's decision shall be final and conclusive. Pending POST final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of this Agreement.
2. **AMENDMENTS**: This Agreement may be amended for time, scope, increase or decrease of funds by mutual written consent.
3. **TERMINATION CLAUSE**: This Agreement may be terminated by either party, at any time, with or without cause, by delivering thirty days written notice to the other party. In addition, POST reserves the right to require the Contractor to terminate any employee, representative or approved subcontractor providing services on behalf of the Contractor under this Agreement (a) at any time, with or without cause, by delivering thirty day written notice to the Contractor; or (b) immediately, with cause, which for purposes hereof means such employee, representative or approved subcontractor has engaged in conduct deemed to be illegal, immoral, fraudulent, inappropriate or unprofessional as determined by POST. The Contractor shall provide timely evidence to POST of its compliance with the foregoing employee, representative or approved subcontractor terminations. Failure to comply may result in the de-certification of the Contractor's presentation.
4. **CONTRACTOR EVALUATION (if applicable)**: In accordance with provisions of the Public Contract Code, PCC § 10367, 10369 and 10370, the Contractor's performance under this Agreement will be evaluated. The evaluation will be prepared by POST within 60 days after completion of the Agreement.
5. **TRAVEL (if applicable)**: Travel expenses and per diem related to the services provided under this Agreement are subject to prior approval by the POST representative, and shall not exceed the rates paid to State non-represented/excluded employees.

Rate information may be viewed at <http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>.

6. SUBCONTRACTING (if applicable): The Contractor is expected to perform the services contemplated with the resources available within its own organization. Subcontracting of work pertinent to this Agreement shall be upon prior written consent by POST and subject to the permissive conditions set forth in the State Contracting Manual Section 3.06.

Based on "reasonable effort" to the best of its ability, the Contractor warrants, represents and agrees that it and its subcontractors, employees and representatives will, at all times when performing services under this Agreement (a) comply with all applicable local, city, county, state and federal laws, codes, statutes, ordinances, rules and regulations; and (b) fulfill student course expectations.

The Contractor shall notify POST in writing immediately upon termination of any such subcontract(s).

ADMINISTRATIVE REPORT

MEETING DATE: 11/4/2020

Consent – Resolutions i.

TO: Honorable Mayor and City Council

FROM: Nick Fidler, Public Works Director

DATE: 10/9/2020

WARD: Ward 7

SUBJECT: Sewer connection fee assessment for 4921 Centaur Street:

1. Resolution confirming assessments for sewer connection fee and authorizing the collection of assessment by the Kern County Tax Collector.
2. Agreement with Adam Lara and Maria Estela Aviles, 4921 Centaur Street, to pay the sewer connection fee through the Kern County Tax Collector.

STAFF RECOMMENDATION:

Staff recommends adoption of the resolution and approval of the agreement.

BACKGROUND:

The owners of the property at 4921 Centaur Street desires to connect said property to the City sewer system. The property owners claim that to pay the sewer connection fee in one payment would produce an economic hardship. To assist in paying the connection fee of \$4,800, the City has contracted with the property owners to spread the remaining connection fee over an eight-year period to be collected with their property taxes in accordance with Municipal Code Section 14.12.030, 14.12.390, and 16.32.060. Ordinance No. 4433 dated May 23, 2007, authorizes the Kern County Tax Collector to collect the connection fee in eight equal payments over the next eight years.

ATTACHMENTS:

Description	Type
☐ Resolution for sewer connection fee for 4921 Centaur Street	Resolution
☐ Sewer connection fee agreement for 4921 Centaur Street	Agreement

RESOLUTION NO. _____

**A RESOLUTION OF THE COUNCIL OF THE CITY OF
BAKERSFIELD CONFIRMING ASSESSMENT FOR SEWER
CONNECTION FEE AND AUTHORIZING THE COLLECTION
OF ASSESSMENT BY THE KERN COUNTY TAX COLLECTOR.**

WHEREAS, the owners of the property as set forth in **Exhibit "A,"** located within the City of Bakersfield, will connect their property to the City sewer system; and

WHEREAS, the City finds that to pay the cost of the sewer connection fee in one payment would produce an economic hardship on the property owners; and

WHEREAS, to assist the property owners in paying the sewer connection fee the City has agreed to spread the cost of the fee over an eight year period; and

WHEREAS, the property owners (set forth in **Exhibit "A"**) have entered into an agreement with the City to pay the cost of the connection fee through their property taxes over the next eight years.

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

1. The foregoing recitals are true and correct and are incorporated herein.
2. The City Council hereby confirms and approves the individual assessments for sewer connection fee set forth in **Exhibit "A"**.
3. The Kern County Tax Collector is hereby authorized to collect the assessment for the sewer connection fee in equal payments over the next eight years.
4. The provisions of Proposition 218 do not apply as the sewer connection fee cost was imposed at the written request of the property owners.

-----oOo-----

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

AYES:	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: _____
JOSHUA RUDNICK
Deputy City Attorney

Attachment: **Exhibit "A"**

EXHIBIT "A"

Property Owners and Individual Assessment

ATN: 372-041-06-00-9

Adam Lara

Maria Estela Aviles

4921 Centaur Street

Bakersfield, CA 93304

Sewer Connection Fee \$4,800.00

AGREEMENT NO. _____

**AGREEMENT TO PAY SEWER CONNECTION FEE
IN INSTALLMENTS AND NOTICE OF SPECIAL
ASSESSMENT LIEN**

THIS AGREEMENT is made and entered into on _____, 2020 by and between the **CITY OF BAKERSFIELD**, a Charter city and municipal corporation ("CITY") herein, and **ADAM LARA AND MARIA ESTELA AVILES** ("PROPERTY OWNERS") herein.

RECITALS

WHEREAS, PROPERTY OWNERS wish to connect to the City sewer; and

WHEREAS, CITY agrees to allow PROPERTY OWNERS to pay the sewer connection fee by installment and PROPERTY OWNERS agree that the sewer connection fee will be placed on the property tax rolls for collection and placed as a special assessment lien thereon,

NOW, THEREFORE, incorporating the foregoing recitals herein, the parties agree as follows:

1. LOCATION OF PROPERTY. PROPERTY OWNERS own a single-family residence located at 4921 Centaur Street, (ATN 372-041-06-00-9) within the city limits of the CITY.

2. SEWER CONNECTION FEE. The sewer connection fee payable to the CITY shall be in the amount of Four Thousand Eight Hundred Dollars (\$4,800.00). PROPERTY OWNERS hereby request, and CITY agrees to allow PROPERTY OWNERS to pay the sewer connection fee by installment as provided for herein. PROPERTY OWNERS also agree to 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, arising out of, connected with or in any way arising from, the terms and provisions of this Agreement.

3. ECONOMIC HARDSHIP. PROPERTY OWNERS represent and the City hereby finds that to pay the cost of the sewer connection fee in one payment would produce an economic hardship on PROPERTY OWNERS.

4. PAYMENT. PROPERTY OWNERS agree to pay the sewer connection fee and sewer construction fee in eight equal installments of \$600.00, each of

which shall be placed on the tax assessment rolls, the first payment to be due and payable on the next Kern County Assessors tax bill.

5. CONSENT FOR SPECIAL ASSESSMENT LIEN PLACEMENT ON PROPERTY.

PROPERTY OWNERS further agree and consent to the CITY placing a special assessment lien on the above property for the amount of the sewer connection fee which will remain until such time as PROPERTY OWNERS pay off the total sewer connection fee.

6. 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.

7. 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.

8. NOTICES. All notices relative to this Agreement shall be given in writing and shall be personally served or sent by certified or registered mail and be effective upon actual personal service or depositing in the United States mail. The parties shall be addressed as follows, or at any other address designated by notice:

CITY:	CITY OF BAKERSFIELD City Hall 1600 Truxtun Avenue Bakersfield, California 93301
PROPERTY OWNERS:	ADAM LARA MARIA ESTELA AVILES 4921 Centaur Street Bakersfield, California 93304

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, the day and year first-above written.

"CITY"
CITY OF BAKERSFIELD

By: _____
KAREN GOH, Mayor

APPROVED AS TO CONTENT:
PUBLIC WORKS DEPARTMENT

By: _____
NICK FIDLER
Public Works Director

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By: _____
JOSHUA RUDNICK
Deputy City Attorney

By: _____
RANDY MCKEEGAN
Finance Director

"PROPERTY OWNERS"

By:  _____
ADAM LARA

By:  _____
MARIA ESTELA AVILES

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 California)
County of Kern)

On October 8, 2020 before me, Danitza Romo Narro, Notary Public,

personally appeared Adam Lara and Maria Estela Aviles 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 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.



Danitza Romo Narro
Danitza Romo Narro, 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: Agreement to Pay Sewer Connection Fees

Document Date: Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Adam Lara

☐ Corporate Officer – Title(s):

☐ Partner – ☐ Limited ☐ General

☒ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other:

Signer is Representing:

Signer's Name: Maria Estela Aviles

☐ Corporate Officer – Title(s):

☐ Partner – ☐ Limited ☐ General

☒ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other:

Signer is Representing:

ADMINISTRATIVE REPORT

MEETING DATE: 11/4/2020

Consent – Agreements j.

TO: Honorable Mayor and City Council
FROM: Greg Terry, Chief of Police
DATE: 10/26/2020
WARD:
SUBJECT: Agreement with Koefran Industries, Inc. (not to exceed \$63,000), for removal of animal carcasses at CBACC.

STAFF RECOMMENDATION:

Staff recommends the approval of the agreement.

BACKGROUND:

Since October of 2013, when the City assumed operational control of the Bakersfield Animal Care Center, D&D Disposal, Inc. has handled all the carcass disposal needs for the facility. Unfortunately, earlier this year, D&D Disposal, Inc. lost its lease, and decided to close their business. To accommodate the need, a short term services agreement was put into place until a formal Request for Proposal (RFP) could be completed.

On September 21, 2020, the City posted an RFP for animal carcass removal on Planet Bids. One bid was received by the 5 p.m. deadline on October 02, 2020.

Staff recommends approval of this agreement.

ATTACHMENTS:

Description	Type
□ Agreement with Koefran Industries	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 Koefran Industries, Inc. ("CONTRACTOR").

RECITALS

WHEREAS, CONTRACTOR represents that CONTRACTOR is experienced, well qualified and a specialist in the field of deceased animal disposal.

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 regularly recurring once per week removal and disposal of dead animal carcasses from the Bakersfield City Animal Care Center located at 201 S Mt Vernon Ave. Bakersfield, CA 93307. CONTRACTOR will furnish and maintain storage containers (Approximately 10 containers of dead animals per week)
2. **COMPENSATION/PAYMENT PROCEDURE.** Subject to the conditions of this section, CITY will pay CONTRACTOR as follows for performing the Scope of Work ("Compensation"):

(1) A total, lump sum payment of \$ **\$1,750 / month** after the Scope of Work is completed to CITY's satisfaction, in accordance with Exhibit "A", attached hereto.

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 \$ 21,000.00 / year for performing the Scope of Work, for a total compensation of \$63,000.00.

3. **TERM.** Unless terminated sooner, as set forth herein, this Agreement shall terminate three years from the effective date of the agreement.

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:

Koefran Industries, Inc.
11350 Kiefer Blvd
Sacramento, California
95830

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 94255 8834
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"

By: _____
KAREN GOH
Mayor


By: Koefran Industries, Inc.

Print Name: Stan Lawlor

Title: General Manager

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: 
VIRIDIANA GALLARDO-KING
Deputy City Attorney

Insurance: 

APPROVED AS TO CONTENT:
CITY DEPARTMENT NAME

By: 
GREG TERRY
Chief of Police

COUNTERSIGNED:

By: _____
RANDY MCKEEGAN
Finance Director

Attachment: Exhibit ____

REQUEST FOR PROPOSAL

Pickup, Transport, and Disposal of Dead Animals



BAKERSFIELD

THE SOUND OF *Something Better*

CITY OF BAKERSFIELD

POSTED: September 21, 2020

DUE: October 02, 2020

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REQUEST FOR PROPOSAL (RFP)
Pickup, Transport, and Disposal of Dead Animals

The City of Bakersfield is seeking a qualified professional firm to provide Pickup, Transport, and Disposal of Dead Animals for the City of Bakersfield Animal Care Center.

INQUIRIES REGARDING THIS RFP: Do not contact any City personnel other than the person(s) indicated below. If needed, please send a single email inquiry if there are multiple questions concerning the scope of professional services required. If deemed necessary, a **Site Tour** may be scheduled as noted below and interested parties must contact the person(s) indicated below to RSVP a minimum of 5 business days in advance.

Bakersfield Police Department Animal Control Supervisor: tdavis@bakersfieldpd.us | (661) 326-3434

(Reference "City of Bakersfield Animal Care Center - Pickup, Transport and Disposal of Dead Animals")

HOW TO RESPOND TO THIS RFP: In order to respond to this RFP, please submit four hard copies and one digital copy (See Section 3 of this RFP) of the proposal to the following address:

BAKERSFIELD POLICE DEPARTMENT ANIMAL CONTROL
Attn: Tammy Davis
1601 Truxtun Avenue, Bakersfield, CA 93301

All envelopes/shipping boxes are to be clearly marked as follows:

RESPONSE TO REQUEST FOR PROPOSAL (RFP)
City of Bakersfield Animal Care Center – Pickup, Transport and Disposal of Dead Animals

DUE DATE: This proposal is subject to a 30-day response period. Consideration has been included for mail delivery and holidays in calculating the response date. Proposers are solely responsible for ensuring timely receipt of proposals and responses received after the due date will not be considered. Postmark date will not constitute timely delivery. The proposal must arrive at the address noted above before **5:00 pm** on the closing date listed below. The RFP timeline for selection is as follows:

Distribution of RFP	09/21/2020
DUE DATE for Response to RFP	10/02/2020
Interviews, if needed (Tentative)	10/06/2020
Notification of Final Selection (Tentative)	10/21/2020

Thank you for your time and diligence in reviewing this RFP.

Sincerely,

Greg Terry
Chief of Police

APPENDICES

APPENDIX A SAMPLE - Independent Contractor's Agreement

1 Introduction

The City of Bakersfield is located near the southern end of the Central Valley region of California. The City covers approximately 151 square miles and serves as the seat of Kern County. Bakersfield has a population of nearly 390,000.

The Bakersfield Police Department Animal Control Field Services Unit and the City of Bakersfield Animal Care Center provide animal control services to the residents and visitors of the City of Bakersfield. Our care center is located at 201 S. Mt Vernon Avenue, Bakersfield California.

The City plans to enter into an agreement with a dead animal disposal contractor, which has documented experience in the pickup, transport, and disposal of dead animals and is capable of providing all services for the Scope of Work as describe in this RFP.

2 Scope of work

Pickup, transport, and disposal of dead animals from the City of Bakersfield.

3 Deliverables

Contractor shall pickup, transport and dispose of dead animals from the City of Bakersfield's Animal Care Center located at 201 S. Mt Vernon Avenue Bakersfield California.

Contractor shall furnish and maintain storage containers for sanitary storage of dead animals between pickups.

Contractor shall conduct weekly pickup and transport of dead animals, approximately 10 to 12 containers per week.

3.1 Cost of services

Submit an exhibit, including a fee schedule for payment of services.

3.2 Current Volume of Work

Provide an explanation and examples of past volume of work in order to demonstrate whether the contractor has the capacity to offer the required services.

3.3 Professional references

Provide professional references and examples of past work which demonstrates the contractor has the capacity to provide the required services.

3.4 Insurance and Indemnification

The selected contractor will be required to obtain and maintain insurance as a condition of the award of this agreement, and the contractor shall state that they will obtain the following in accordance with the terms of the agreement.

- A. Professional liability insurance, providing coverage on an occurrence basis for errors and omissions with limits of not less than One Million Dollars (\$1,000,000) per occurrence;
- B. 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;

- C. Broad form commercial general 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
- D. 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.

Except for professional liability, the liability policies shall contain an additional insured endorsement in favor of the City, its mayor, council, officers, agents, employees and volunteers.

The workers' compensation policy shall contain a waiver of subrogation endorsement in favor of the City, its mayor, council, officers, agents, employees and volunteers.

Insurance is to be placed with insurers with a Bests' rating of no less than A:VII. This requirement may be waived at the City's sole discretion.

Except for professional liability, all policies required of the Consultant hereunder shall be primary insurance as respects the City, its mayor, council, officers, agents, employees and volunteers and any insurance or self-insurance maintained by the City, its mayor, council, officers, agents, employees and volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

The automobile liability policies shall provide coverage for owned, non-owned and hired autos. The liability policies shall provide contractual liability coverage for the terms of this Agreement.

All policies shall contain an endorsement providing the City with 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.

The insurance required under this Agreement shall be maintained until all work required to be performed under the terms of this Agreement is completed to the City's satisfaction. The Consultant shall furnish the City Risk Manager with a certificate of insurance and, if requested, copies of endorsement or all insurance policies evidencing the insurance required under this Agreement.

Any deductibles, self-insured retentions or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this agreement of Consultant, must be declared to and approved by the City.

However, unless otherwise approved by the City, if any part of the work under this Agreement is subcontracted, the "basic insurance requirements" set forth hereinabove shall be provided by or on behalf of all subcontractors even if the City has approved lesser insurance requirements for Consultant. Consultant shall be responsible for determining and guaranteeing all subcontractors are insured as set forth in this paragraph.

All costs of insurance required under this Agreement shall be included in the Consultant's bid, and no additional allowance will be made for additional costs, which may be required by extension of the insurance policies. If Consultant fails to maintain adequate insurance coverage as required by the design contract, then the City of Bakersfield shall have the right to terminate the Consultant's contract.

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's employees, agents, independent contractors, companies, or subcontractors in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by a party indemnified hereunder, except for City's sole active negligence or willful misconduct.

3.5 Proposal Submission

To receive consideration, proposals shall be made utilizing the following general instructions:

1. The signatures of all persons signing the proposal shall be in longhand. The completed proposal should be without interlineations, alterations, or erasures.
2. No oral, telegraphic, or telephonic proposals will be considered.
3. The submission of a proposal shall be conclusive evidence that the Contractor has investigated and is satisfied with the conditions affecting the program, the character, quality, and scope of work to be performed, and the requirements of the City, and, with that understanding, is qualified and able to complete scope of work as outlined herein.
4. Proposals shall be enclosed in envelopes/shipping box that is clearly marked as specified in the coversheet of this RFP.
5. All documents submitted are subject to disclosure under the Public Records Act.

Submit four hard copies and one digital copy of your proposal to:

Bakersfield Police Department Animal Control Field Services

Attn: Tammy Davis

1601 Truxtun Avenue, Bakersfield, CA 93301

tdavis@bakerfieldpd.us

All envelopes/shipping boxes are to be clearly marked as follows:

City of Bakersfield Animal Care Center – Pickup, Transport, and Disposal of Dead Animals

RESPONSE TO REQUEST FOR PROPOSAL (RFP)

ALL PROPOSALS MUST BE SEALED AND RECEIVED BY 5 P.M. ON THE DEADLINE DATE AT THE ABOVE OFFICE AND ADDRESS. PROPOSALS SUBMITTED AFTER THE ABOVE DEADLINE WILL NOT BE ACCEPTED.

4.0 MISCELLANEOUS GENERAL REQUIREMENTS

4.1 Form of Independent Contractor's Agreement

Attached is an Independent Contractor's Agreement, which the selected contractor is expected to agree and sign if their proposal is chosen.

4.2 Business Address

Contractor shall furnish the City with their business street address. Any communications directed either to the address so given or to the address listed on the sealed proposal container and deposited in the U.S. Postal Service by certified mail shall constitute a legal service thereof upon the proposer.

5.0 SELECTION PROCESS

All proposals received by the specified deadline will be reviewed by the City for content, fee schedule, well as overall compliance with this RFP.

Informal interviews may be conducted as part of the final selection process. The contractor selected by the City will be recommended to the City Council, but the Council is not bound to accept the recommendation or award the work to the recommended contractor.

The City reserves the right to reject any and all proposals and to waive informalities and minor irregularities in any proposal received and may reject, modify, or otherwise alter this proposal process as it sees fit, at its sole discretion, with or without cause. The City reserves the right to select the proposal or proposals which, in its sole judgment, best meet the needs of the City. Pursuant to Section 4526 of the Government

Code, the selection will be based on demonstrated competence and on the professional qualifications of the applicants and at a fair and reasonable price to the City.

PROPOSAL FORM

TO BE COMPLETED BY CONTRACTOR INCLUDED IN PROPOSAL

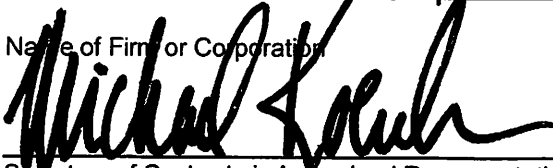
Description	201 S. Mt Vernon
Waste Type	Dead animals
Container Size	55 gallon
Maximum Container	#10
Collection Frequency	Weekly
Monthly Service Fee	\$1350
Annual Service Fee	N/A
Additional Container Cost	N/A
Additional Collection Charge	

Having carefully examined the Request for Proposal, attachments and related documents, the undersigned proposes and agrees to provide the City of Bakersfield in accordance with RFP and sample Contract a proposal for pickup, transport, and disposal of dead animals for the Animal Care Center.

Note: The bidder shall submit prices for the Base Bid and Additive Alternate. The criteria set forth in **Section VI. Selection of Contractor** of this document shall be used to determine the award of the contract.

KOEPPAN INDUSTRIES, INC.

Name of Firm or Corporation



Signature of Contractor's Authorized Representative

MICHAEL KOEWLER, PRESIDENT

Name & Title of Authorized Representative

General Information Sheet

Pickup, Transport, and Disposal of Dead Animals - Bakersfield, CA

NAME OF FIRM: KOEFFRAN INDUSTRIES, INC.	
FIRM NAME FOR AGREEMENT (If different from above):	
BUSINESS ADDRESS: 11350 KIEFER BLVD	
CITY, STATE, ZIP CODE: SACRAMENTO, CA 95830	
TELEPHONE NUMBER: 916-361-0911	FACSIMILE NUMBER: 916-363-9504
E-MAIL ADDRESS: stan.lawlor@koefran.com	
CONTACT PERSON (for this bid request): STAN LAWLOR	
TELEPHONE NUMBER: 916-715-6251	
EMERGENCY CONTACT NUMBERS	
Cell Phone: 916-715-6251	
Toll Free Number: 800-822-6768	
CUSTOMER SERVICE	
Toll-Free Telephone Number: 800-822-6768	
Fax Number: 916-363-9504	
Web-Site/On-Line: koefran.com	
AREA REPRESENTATIVE	
Name: RANDY SNIDER	
Phone: 559-974-8282	Cell Phone: 559-974-8282
E-Mail: randy@koefran.com	Fax Number: 916-363-9504
CITY BUSINESS TAX CERTIFICATE #:	
STATE BOARD OF EQUALIZATION SALES TAX PERMIT #:	
FEDERAL EMPLOYER ID #: 942558834	
<input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> SOLE PROPRIETOR <input type="checkbox"/> OTHER	
FOR CORPORATIONS, THE STATE IN WHICH FIRM IS INCORPORATED: CA	
NAMES AND TITLES OF COMPANY PRINCIPALS:	
Michael Koewler, President	
Marc Piziali, CFO	
INSURANCE INFORMATION - Provide the name of your Insurance carrier for each type of Insurance listed.	
General Liability Insurance: One Risk Group, LLC	
Automobile Liability Insurance: One Risk Group, LLC	
Worker's Compensation: One Risk Group, LLC	
Fidelity Bond or Crime Insurance: One Risk Group, LLC	
Offeror acknowledges receipt of Addenda Number(s) <input type="checkbox"/> , <input type="checkbox"/> , <input type="checkbox"/> and <input type="checkbox"/>	

ADMINISTRATIVE REPORT

MEETING DATE: 11/4/2020

Consent – Agreements k.

TO: Honorable Mayor and City Council
FROM: Nick Fidler, Public Works Director
DATE: 10/15/2020
WARD: Ward 6
SUBJECT: Final Map and Improvement Agreement with Western Pacific Housing Inc., a Delaware corporation (Developer) for Tract 6759, Unit 4, located South of Taft Highway and West of Mountain Ridge Drive.

STAFF RECOMMENDATION:

Staff recommends approval of the map and agreement.

BACKGROUND:

Per Bakersfield Municipal Code Chapter 16, "Subdivisions," Tentative Tract Map 6759 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, Western Pacific Housing Inc., a Delaware corporation, 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.

ATTACHMENTS:

Description	Type
❑ Improvement Agreement Tract 6759 Unit 4	Agreement
❑ Tract 6759 Unit-4 Final map	Backup Material

▣ Vicinity Map

Backup Material

IMPROVEMENT AGREEMENT NO. _____

FOR

TRACT 6759 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 Western Pacific Housing, Inc., a Delaware 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 6759 Unit4_(the "Project"), under the provisions of the Subdivision Map Act (Govt. Code §§ 66410 et seq.) ("Map Act"), and the Subdivision Ordinance of City (Title 16 of the Bakersfield Municipal Code ("BMC")) ("Ordinance");

WHEREAS, City's Planning Commission, an advisory agency, has approved Developer's tentative map subject to certain approved exceptions and conditions; and

WHEREAS, Developer has submitted its final map to City for approval in accordance with the Map Act and the Ordinance and desires to enter into this Agreement with City to complete the required improvement work in the Project within the time and in the manner provided herein.

AGREEMENT

Incorporating herein the above recitals, City and Developer agree as follows:

1. **IMPROVEMENTS TO BE CONSTRUCTED.** Developer will construct in the Project, at its sole cost and expense, those facilities and improvements (herein collectively referred to as "Improvements") required by BMC Sections 16.32.060 or Section 16.32.080, whichever is applicable, required in the resolution adopted by the City Planning Commission on October 6, 2005, and/or required in a resolution extending the expiration of the tentative map, if applicable. The Planning Commission's resolution and the resolution extending the expiration of the tentative map, if applicable,

are on file in the City Planning Department and incorporated in this Agreement as though fully set forth herein.

2. **MANNER OF CONSTRUCTION.** The Improvements must be installed and constructed in accordance with all of the following:

- 2.1. Title 16 of the BMC;
- 2.2. The Map Act;
- 2.3. Plans, specifications, profiles, and standards approved by City Engineer (when used in this Agreement, "City Engineer" also refers to City Engineer's designee);
- 2.4. Adopted City standards; and
- 2.5. Good engineering practices and workmanlike manner.

All Improvements will be subject to inspection by City Engineer and **must be completed to City's satisfaction before the Improvements will be accepted by City.**

3. **TIME FOR COMPLETION.** All of the Improvements must be fully completed in accordance with the terms of this Agreement to the satisfaction of City Engineer within one year from the Effective Date unless City Engineer grants an extension of the time for completion.

4. **RECORDING OF NOTICE OF COMPLETION; ISSUANCE OF CERTIFICATES OF OCCUPANCY; FINAL INSPECTIONS.**

- 4.1. When Developer notifies City Engineer that Developer has completed construction of the Improvements, City Engineer will conduct an inspection of the Improvements and notify Developer of any deficiencies in the Improvements.
- 4.2. When Developer corrects the deficiencies, if any, in the Improvements to City Engineer's satisfaction, City Engineer will accept the Improvements.
- 4.3. After the Improvements are accepted by City Engineer, City will record a notice of completion (the "NOC") once Developer provides City Engineer with relevant items identified on the Checklist for Notice of Completion, attached hereto as **Exhibit A** and

incorporated herein by this reference.

- 4.4. City Building Director will not conduct a final inspection or issue any certificates of occupancy to Developer for any lot within the phase¹ covered by this Agreement (the "Covered Phase") until City records the NOC.

5. **GUARANTEE AGAINST DEFECTS.** Developer hereby guarantees all features of the Improvements against defective work or labor done, or defective materials furnished, in the performance of this Agreement for a period of one year following recordation of the NOC. Upon City's demand, Developer will correct, repair, or replace promptly all such defective work or labor done, or defective materials furnished, as may be discovered within the one-year guarantee period. The one-year guarantee period on private improvements will begin when the NOC is recorded.

6. **IMPROVEMENT SECURITY.**

- 6.1. **Required Security.** Developer must provide acceptable security (the "Security") as detailed in **Exhibit B**, which is incorporated herein by reference, for the following obligations:

6.1.1. **Performance** of the obligations of the Agreement by a full and timely completion of the Improvements;

6.1.2. **Labor & Materials/Payment** to all contractors and subcontractors and to persons renting equipment or furnishing labor or materials for the Improvements, except as provided in BMC Section 16.32.040; and

6.1.3. **Warranty/Maintenance** against any defective work or labor performed on or defective materials furnished for the Improvements for a period of one year following recordation of the NOC of the Improvements as outlined above.

- 6.2. **Acceptable Security.** City Engineer has the sole discretion to determine which of the following forms of Security is acceptable:

6.2.1. A bond or bonds by one or more duly authorized corporate

¹ For tracts that have no phases, the term "Covered Phase" refers to the Project.

sureties that substantially conforms with the form set forth in Government Code Section 66499.1 or any successor statute;

6.2.2. Cash deposited with City; or

6.2.3. An irrevocable letter of credit from one or more responsible financial institutions regulated by state or federal government and pledging that the funds are on deposit and guaranteed for payment on demand by City.

6.3 **Developer's Obligation to Maintain Security.** It is Developer's sole responsibility to maintain the Security as follows:

6.3.1 Developer must provide City with the original Security documentation for all required Security as outlined in **Exhibit B**. Copies of the Security documents provided by Developer are attached to this Agreement as **Exhibit D**.

6.3.2 Developer must ensure that all Security is current and that there is no gap in Security coverage. At least sixty days before any Security required by this Agreement expires or otherwise becomes invalid, Developer must take steps to keep the Security current or provide new Security. Any failure by Developer to comply with these provisions will constitute a material breach of this Agreement, and City may, in addition to all other remedies provided by law or this Agreement, immediately pursue whatever Security is available for completion of all Developer obligations under this Agreement.

6.3.3 Developer must provide City with the appropriate mailing address, phone number, state license number, if applicable, and email address for the contact person associated with each form of Security and identify the local representative and corporate headquarters of the company providing the Security ("Contact Information"). It is Developer's responsibility to ensure that City is provided with updates to any of the Contact Information.

6.4 **Release of Security.** The Security will be released as described in

Exhibit B.

7. DEFAULT; REMEDIES.

7.1. Default. Developer will be in default of this Agreement if City Engineer, in the exercise of reasonable discretion, determines that any of the following exist:

7.1.1. Developer has failed to properly and fully complete all of the Improvements in accordance with this Agreement within the time, or any extension of time, provided herein;

7.1.2. Developer has failed or neglected to begin the Improvements, or any feature of the Improvements, within a time which will reasonably allow their completion within the time, or any extension of time, provided in this Agreement;

7.1.3. Developer has abandoned any of the work on the Improvements;

7.1.4. Developer, if an individual, has been declared incompetent or placed under the care of a guardian or conservator, or has disappeared;

7.1.5. Developer is subject to a voluntary or involuntary petition in bankruptcy or has been declared bankrupt;

7.1.6. Developer changes the form of its business entity to a form different than the one identified in the introductory paragraph above; or

7.1.7. Developer or owner of the Project transfers ownership of the Project.

7.2. Remedies. If Developer is in default of this Agreement, City may, in its sole discretion, immediately exercise any of the following remedies without prejudice to any other remedy City may have in law or equity:

7.2.1. Demand that any available surety pay for the completion of the Improvements;

7.2.2. Demand that any available surety assume Developer's

obligations under this Agreement, in lieu of payment of the secured funds;

- 7.2.3. Provide the necessary supervision, equipment, materials, and labor as it may determine necessary, using any available means, to undertake and complete the Improvements or any part thereof in the manner required by this Agreement at Developer's and its surety's expense, and Developer and its surety, jointly and severally, will be liable to City and must pay City, on demand, any expenses, costs, fees, or other expenditures incurred by City in the course thereof;
- 7.2.4. Combine the payment of secured funds and the completion of Developer's obligations under this Agreement by City forces and/or other entities;
- 7.2.5. Withhold the issuance of building permits or performance of inspections for any lot within the Covered Phase if the Improvements in any current or earlier phase of the tract have not been completed in a timely manner at the time Developer requests building permits or inspections for any lot within the Covered Phase;
- 7.2.6. Withhold the issuance of building permits in subsequent phases until all Improvements in the Covered Phase are completed and approved by City Engineer; and
- 7.2.7. Revert the real property to acreage. By executing this Agreement, Developer warrants that it has authority from each party having record title interest in the Project to act as such party's agent for purposes of the provisions of this subsection and to waive, and, hereby, waives any right to a hearing on such reversion.

Right of Entry. If City elects to exercise its right to the secured funds under this section, Developer hereby grants the right of entry to the Project to City, the surety, and the City's and surety's designated representatives for the purposes of completion of the Improvements or evaluation of any claims on secured funds under this Agreement. It is the responsibility of City, the surety, or the City's or surety's designated representatives to obtain any permission necessary for legal entrance to and/or construction on the Project from the Project's owner should Developer not own or have rights to the

Project. It is also the responsibility of the surety to provide adequate insurance and comply with all regulations, permits, and ordinances while on the Project site or before beginning any work within City's right-of-way.

8. **NO WAIVER OF DEFAULT.** A failure to enforce any provision of this Agreement will not constitute a waiver of the right to enforce the provision at a later time and will not serve to vary the terms of this Agreement.
9. **NO WAIVER BY CITY.** Inspection of the work and/or materials, or approval of the work and/or materials inspected, or a statement by any officer, agent, or employee of City indicating the work or any part thereof complies with the requirements of this Agreement, or acceptance of the whole or any part of the work and/or materials, or payments therefore, or any combination of all of these acts, will not relieve Developer of the obligation to fulfill this Agreement as prescribed; nor will City be thereby estopped from bringing any action for damages arising from Developer's failure to comply with any of the terms and conditions of this Agreement.
10. **INDEMNITY.**
 - 10.1 Developer will indemnify, defend, and hold harmless City and its Council, officers, agents, and employees against any and all liability, claims, actions, causes of action, or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by Developer or Developer's employees, agents, independent contractors, or companies in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by City, except as limited by California Civil Code Section 2782 or caused by City's sole active negligence or willful misconduct.
 - 10.2 Developer, at its own cost, expense, and risk must defend all legal proceedings that may be brought against City or its Council, officers, agents, or employees, on any liability, suit, claim, or demand that Developer has agreed to indemnify them against herein, and must satisfy any resulting judgment that may be rendered against any of them.

- 10.3** Developer's surety providing the Performance Security will not be deemed liable under any of the foregoing provisions of this section, unless the surety undertakes the completion of any of the Improvements or the conduct of work required to be done under this Agreement, and then only to the extent of any act, omission, or neglect of the surety or its engineers, employees, agents, contractors, or subcontractors in the course of the completion of those Improvements or the conduct of that work by the surety.

11. INSURANCE.

- 11.1. Types and Limits of Insurance.** In addition to any other insurance or security required under this Agreement, Developer must procure and maintain, for the duration of this Agreement, the types and limits of insurance below ("Basic Insurance Requirements").

11.1.1. Automobile liability insurance, providing coverage for owned, non-owned, and hired autos on an occurrence basis for bodily injury, including death, of one or more persons; property damage, and personal injury, with limits of not less than \$1,000,000 per occurrence.

11.1.2. Commercial general liability insurance, unless otherwise approved by City's Risk Manager, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than \$1,000,000 per occurrence. The policy must:

11.1.2.1. Provide contractual liability coverage for the terms of this Agreement;

11.1.2.2. Provide unlimited products and completed operations coverage;

11.1.2.3. Provide premises, operations, and mobile equipment coverage; and

11.1.2.4. Contain an additional insured endorsement in favor of City and its mayor, council, officers, agents, employees, and designated volunteers.

- 11.1.3. Workers' compensation insurance** with limits of not less than \$1,000,000 per occurrence. In accordance with the provisions of Labor Code Section 3700, every contractor will be required to secure the payment of compensation to his employees. Pursuant to Labor Code Section 1861, Developer must submit to City the following certification before beginning any work on the Improvements:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

By executing this Agreement, Developer is submitting the certification required above.

The policy must contain a waiver of subrogation in favor of City and its mayor, council, officers, agents, employees, and designated volunteers.

11.2. General Provisions Applying to All Insurance Types.

- 11.2.1.** All policies required of Developer must be written on a first-dollar coverage basis, or contain a deductible provision. Subject to City's advance approval, Developer may utilize a self-insured retention in any or all of the policies provided, but the policy or policies may not contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured or by any means including other insurance or which is intended to defeat the intent or protection of an additional insured.
- 11.2.2.** All policies required of Developer must be primary insurance as to City and its mayor, council, officers, agents, employees, or designated volunteers and any insurance or self-insurance maintained by City and its mayor, council, officers, agents, employees, and designated volunteers must be excess of Developer's insurance and must not contribute with it.

- 11.2.3. The insurance required above, except for workers' compensation insurance, must be placed with insurers with a Best's rating as approved by City's Risk Manager, but in no event less than A-:VII. Any deductibles, self-insured retentions, or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Best's A-:VII, must be declared prior to execution of this Agreement and approved by City in writing.
- 11.2.4. The insurance required in this section must be maintained until the Scope of Work is satisfactorily completed as evidenced by City's written acceptance. All policies must provide that there will be continuing liability thereon, notwithstanding any recovery on any policy.
- 11.2.5. Full compensation for all premiums which the Developer is required to pay to satisfy the Basic Insurance Requirements shall be considered as included in the prices paid for the performance of the scope of Work, and no additional allowance will be made therefor or for additional premiums which may be required by extensions of the policies of insurance.
- 11.2.6. It is further understood and agreed by Developer that its liability to City will not in any way be limited to or affected by the amount of insurance obtained and carried by Developer in connection with this Agreement.
- 11.2.7. Unless otherwise approved by City, if any part of the Scope of Work is subcontracted, the Basic Insurance Requirements must be provided by, or on behalf of, all subcontractors even if City has approved lesser insurance requirements for Developer, and all subcontractors must agree in writing to be bound by the provisions of this section.

12. MISCELLANEOUS.

- 12.1. **Governing Law.** The laws of the State of California will govern the validity of this Agreement, its interpretation, and its performance. Any litigation arising in any way from this Agreement must be brought in Kern County, California.

- 12.2. Notices.** All notices related to this Agreement must be given in writing, must be personally served or sent by certified or registered mail, and will be effective upon actual personal service or depositing in the United States mail. The parties must be addressed as follows, or at any other address designated by notice:

City: CITY OF BAKERSFIELD
Public Works Department
Attention: Subdivisions
1600 Truxtun Avenue
Bakersfield, California 93301
Telephone: (661) 326-3724

Developer: Western Pacific Housing, Inc.,
419 W. Murray Ave.,
Visalia Ca. 93291
Telephone: (559) 636-9850
Email: SDTravis@drhorton.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. 95-4887164

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

DEVELOPER

CITY OF BAKERSFIELD

Western Pacific Housing, Inc.

By: _____
KAREN GOH
Mayor

By: _____
Print Name: **David Hatch**
Division President

Title: _____

APPROVED as to form:
VIRGINIA GENNARO
City Attorney

By: _____

Print Name: _____

Title: _____

By: _____
JOSHUA RUDNICK
Deputy City Attorney

Insurance/Surety: _____

APPROVED as to content:
PUBLIC WORKS DEPARTMENT

By: _____
NICK 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 ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }

COUNTY OF Tulare }

On 10-2-2020 before me, R Hensley Notary
Public,

Date

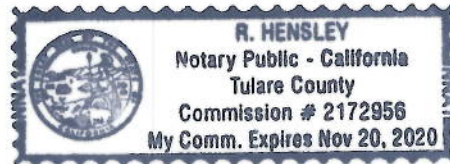
(here insert name and title of the officer)

personally appeared David Hatch

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: R Hensley (Seal)

OPTIONAL

Description of Attached Document

Title or Type of Document: _____ Number of Pages: _____

Document Date: _____ Other: _____

EXHIBIT A
Checklist for Notice of Completion



PUBLIC WORKS DEPARTMENT
CITY OF BAKERSFIELD
SUBDIVISIONS

CHECKLIST FOR NOTICE OF COMPLETION

Project No. _____ Phase No. _____

GENERAL INSTRUCTIONS

Submit a copy of this checklist with your Notice of Completion package. Include all items on this checklist with your package. If an item is already on file with the City, please so note. If any item is marked as NA (not applicable), provide a written justification or explanation. Failure to submit this checklist or to address all items on the checklist will result in a delay in filing the Notice of Completion and/or in the release of any securities. Processing of a Notice of Completion cannot proceed until Subdivisions has received direct confirmation from the Construction Division that the punch list items are complete.

OK NA Checklist Item

		City's punch list, completed and signed off by Construction Inspector.
		Monument elevation map provided to the City.
		Record drawings of the required improvements, signed by the Engineer of Record, along with an electronic copy
		Utility composite plan, including street light electrical service points.
		Warranty security as required shall be posted
		"As-graded" plans, signed by the Engineer of Record, along with an electronic copy
		Letter from engineer of record certifying that monuments have been set and that the engineer has been paid for setting the monuments.
		Maintenance letter from Recreation and Parks
		Sump acceptance by the Water Department (if required)
		Geotechnical letter confirming sump construction per Grading Plan and/or Drainage Study (if required)
		Other items required by tract conditions:

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
WHEN REQUIRED	When Developer submits executed Agreement and final map to City for approval	When Developer submits executed Agreement and final map to City for approval	Before City records the NOC of the Improvements
AMOUNT OF SECURITY	100% of the total estimated cost of the Improvements as reflected in the Engineer's Estimate attached hereto as Exhibit C and incorporated herein by reference ("Engineer's Estimate")	50% of the total estimated cost of the Improvements as reflected in the attached Engineer's Estimate	10% of the total estimated cost of the Improvements as reflected in the attached Engineer's Estimate
DATE OF RELEASE/ REDUCTION	<p>Within 30 days after City records a NOC of the Improvements; but, if City discovers that Developer performed defective work or labor or furnished defective materials in completing the Improvements or Developer damages the Improvements after City records the NOC, the Security will be released only after Developer has repaired or replaced the defective or damaged Improvements to City's satisfaction.</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>90 days after City records a NOC of the Improvements unless City receives written notice that an action or stop notice has been filed related to the construction of the Improvements, in which case the Security, at Developer's request, may be reduced to an amount not less than the total of all claims on which an action or stop notice has been filed</p>	18 months after recordation of the NOC of the Improvements

EXHIBIT C
Engineer's Estimate

BOND ESTIMATE - Reduced for Partial Completion
for City of Bakersfield Tracts
6759 Phase 4

Date: 9/22/2020
 Job No: 04-102.09
 Prepared By: bsn

COB Revised							
Item No.	Item Description	Qty	Unit	Unit \$	Item \$	% Complete	\$ Completed Items
Storm Drain Improvements							
1.	18" Storm Drain (RGJ-RCP)	526	lf	95.00	49,970	90%	44,973
2.	Type A Catch Basins	2	ea	5000.00	10,000	90%	9,000
3.	Manhole	2	ea	4000.00	8,000	90%	7,200
	Sub-Total			Sub-Total	67,970	Sub-Total	61,173
Sewer Improvements							
4.	6" Sewer Line	256	lf	50.00	12,800	90%	11,520
5.	8" Sewer Line	1180	lf	55.00	64,900	90%	58,410
6.	4" Laterals	1740	lf	30.00	52,200	90%	46,980
	Sub-Total			Sub-Total	142,900	Sub-Total	128,610
Water Improvements							
7.	1" Water Services	51	ea	1100.00	56,100	90%	50,490
8.	8" PVC CL 150 Waterline	1732	lf	35.00	60,620	90%	54,558
9.	8" Gate Valve & Valve Box	5	ea	1560.00	7,800	90%	7,020
10.	6" Fire Hydrant	3	ea	4000.00	12,000	90%	10,800
11.	Wharf Hydrant	2	ea	2000.00	4,000	90%	3,600
	Sub-Total			Sub-Total	140,520	Sub-Total	126,468
Street Improvements							
12.	A.C. Paving	1,010	tns	75.00	75,750	90%	68,175
13.	Aggregate Base (Class 2)	1,032	cy	70.00	72,240	90%	65,016
14.	Roadway Excavation/Subgrade Preparation	2,838	cy	25.00	70,950	90%	63,855
15.	6" Curb & Gutter	3,509	lf	25.00	87,725	90%	78,953
16.	Sidewalk (4" thick)	9,151	sf	6.00	54,906	90%	49,415
17.	Driveways (6" thick)	5,508	sf	9.00	49,572	90%	44,615
18.	Handicap Ramps (ADA/Title 24/CalTrans)	8	ea	2500.00	20,000	90%	18,000
19.	Street Name Signs	9	ea	300.00	2,700	0%	0
20.	Street Lights - COB Standard	6	ea	6000.00	36,000	0%	0
21.	Survey Monument & Encasement	5	ea	750.00	3,750	0%	0
	Sub-Total			Sub-Total	473,593	Sub-Total	388,029



**BOND ESTIMATE - Reduced for Partial Completion
for City of Bakersfield Tracts
6759 Phase 4**

Date: 9/22/2020
Job No: 04-102.09
Prepared By: bsn

Item No.	Item Description	Qty	Unit	Unit \$	Item \$	% Complete	\$ Completed Items
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TOTAL IMPROVEMENTS:
20 % Contingency:
ENFORCEMENT COST

824,983
164,997
15,008

Total Complete:

704,280

TOTAL IMPROVEMENT BOND:

1,004,980

50% LABOR BOND:

502,490

1. Total Improvements (A1): \$824,983
2. 20% Contingency for All Work (A2): \$164,997
3. TOTAL (A1 + A2): \$989,980

4. Work Completed (B): \$704,280
5. Remaining Work (C) = (A1) - (B): \$120,703

6. 20% Contingency Remaining Work (D): \$24,141
7. Subtotal (E) = (C) + (D): \$144,844

8. Enforcement Cost (F): \$15,000

Surety for Faithful Performance of Remaining Work

Total = (E + F) or (\$0 if NOC Issued):
Or Minimum 50% of Total:

\$159,844
\$502,490

Surety for Labor and Material Bond (60 Day term from NOC)

50% of Total = 50% (A1 + A2 + F):

\$502,490

Surety for Warranty Bond (365 Day term from NOC)

10% of Total = 10% (A1 + A2 + F):

\$100,498

EXHIBIT D
Security

City of Bakersfield
PERFORMANCE BOND

The City of Bakersfield ("City") and Western Pacific Housing, Inc. ("Principal") have entered into an agreement dated _____, 20__ ("Agreement"), whereby Principal has agreed to install and complete certain designated public improvements for the following project: Sera Vista IV(Tract No. 6759 - Unit 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 Platte River Insurance Company ("Surety") are held and firmly bound unto the City in the penal sum of \$502,490.00 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 October 6, 2020.

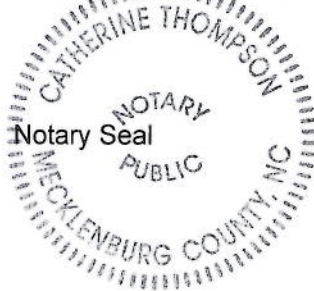
PRINCIPAL**Western Pacific Housing, Inc.**By: _____
Its: _____**David Hatch**
Division President**SURETY****Platte River Insurance Company**By: _____
Its: Noah Pierce, Attorney-In-Fact

STATE OF North Carolina

COUNTY OF Mecklenburg to wit:

I, Catherine Thompson, a Notary Public in and for the State and County aforesaid, do hereby certify that Noah William Pierce, whose name is signed to the foregoing bond this day personally, appeared before me in my said State and County aforesaid and acknowledged the same.

Given under my hand this 6th day of October, 2020.



Catherine Thompson
Notary Public

My commission expires on the 9th day of April, 2022.

City of Bakersfield

LABOR AND MATERIALS BOND

The City of Bakersfield ("City") and Western Pacific Housing, Inc. ("Principal") have entered into an agreement dated _____, 20__ ("Agreement"), whereby Principal has agreed to install and complete certain designated public improvements for the following project: Sera Vista IV(Tract No. 6759 - Unit 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 Platte River 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 \$502,490.00 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 October 6, 2020.

PRINCIPAL**Western Pacific Housing, Inc.**

By: _____

Its: **David Hatch**
Division President**SURETY****Platte River Insurance Company**

By: _____

Its: Noah Pierce, 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.

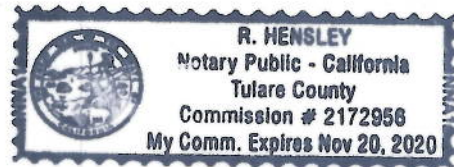
State of California
County of Tulare)

On October 7, 2020 before me, R. Hensley, Notary Public
(insert name and title of the officer)

personally appeared David Hatch,
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 R. Hensley (Seal)

**PLATTE RIVER INSURANCE COMPANY
POWER OF ATTORNEY**

41420701

KNOW ALL MEN BY THESE PRESENTS, That the **PLATTE RIVER INSURANCE COMPANY**, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

-----NOAH PIERCE; JENNIFER SPURWAY-----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

-----ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED \$20,000,000.00-----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PLATTE RIVER INSURANCE COMPANY** at a meeting duly called and held on the 8th day of January, 2002.

"RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the **PLATTE RIVER INSURANCE COMPANY** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 3rd day of May, 2017.

Attest:

John E. Rzepinski
John E. Rzepinski
Vice President, Treasurer & CFO

Suzanne M. Broadbent
Suzanne M. Broadbent
Assistant Secretary

STATE OF WISCONSIN } S.S.:
COUNTY OF DANE



PLATTE RIVER INSURANCE COMPANY

Stephen J. Sills
Stephen J. Sills
CEO & President

On the 3rd day of May, 2017 before me personally came Stephen J. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of **PLATTE RIVER INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



STATE OF WISCONSIN } S.S.:
COUNTY OF DANE

David J. Regele
David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

I, the undersigned, duly elected to the office stated below, now the incumbent in **PLATTE RIVER INSURANCE COMPANY**, a Nebraska Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 6th day of October, 20 20.



Antonio Celii
Antonio Celii
General Counsel, Vice President & Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GREEN SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450. PR-POA (Rev. 10-2017)

EXHIBIT D

EXHIBIT E
Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/08/2020

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 Aon Risk Insurance Services West, Inc. Denver CO Office 1900 16th Street, Suite 1000 Denver CO 80202 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
INSURED Western Pacific Housing, Inc. a Delaware corporation 419 W. Murray Avenue Visalia CA 93291 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: Liberty Insurance Corporation	42404
	INSURER B: AIG Specialty Insurance Company	26883
	INSURER C:	
INSURER D:		
INSURER E:		
INSURER F:		

Holder Identifier : AF

COVERAGES **CERTIFICATE NUMBER: 570084471026** **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. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<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 <input type="checkbox"/> OTHER:			RMGGL1595449 SIR applies per policy terms & conditions	07/01/2020	07/01/2021	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) Excluded PERSONAL & ADV INJURY \$5,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			AS7-651-288173-030	07/01/2020	07/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
A	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	N/A	WA765D288173010 AOS WC7651288173020 WI	07/01/2020	07/01/2021	<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)
RE: Project: TRACT 6759 Unit 4, The City of Bakersfield, its mayor, council, officers, agents, employees and designated volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability policy. General Liability and Automobile Liability policies evidenced herein are primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A waiver of Subrogation is granted in favor of The City of Bakersfield, its mayor, council, officers, agents, employees and designated volunteers in accordance with the policy provisions of the Workers' compensation policies. Contractual liability is included in the above referenced General Liability policy.

CERTIFICATE HOLDER**CANCELLATION**

City of Bakersfield 1501 Truxtun Avenue Bakersfield CA 93301 USA	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>Aon Risk Insurance Services West Inc.</i>

Certificate No : 570084471026

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective: 12:01 A.M. 07/01/2020

Forms a part of Policy No.: RMGGL 159-54-49

Issued to D.R. Horton

By: American International Specialty Lines Insurance Company

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:


ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE PERFORMING OPERATIONS WHEN YOU AND SUCH PERSON OR ORGANIZATION HAVE AGREED IN WRITING IN A CONTRACT OR AGREEMENT THAT SUCH PERSON OR ORGANIZATION BE ADDED AS AN ADDITIONAL INSURED ON YOUR 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.

PRIMARY/NON-CONTRIBUTORY WORDING:

IT IS AGREED THAT THIS POLICY IS PRIMARY AS RESPECTS ANY INSURANCE MAINTAINED BY THE ADDITIONAL INSURED AND THAT SUCH INSURANCE MAINTAINED BY THE ADDITIONAL INSURED IS EXCESS AND NON-CONTRIBUTORY WITH THIS POLICY AS RESPECTS TO WORK PERFORMED BY THE NAMED INSURED.


Authorized Representative or
Countersignature (in states where
required)

**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

Additional premium is a percent of the California Manual Workers Compensation premium. Subject to a minimum premium charge of \$ 250.

Person or Organization

Where required by contract or written agreement prior to loss and allowed by law.

Job Description

Issued by Co 7 - Liberty Insurance Corporation

For attachment to Policy No. WA7-65D-288173-010

Premium \$

Effective Date 07/01/2019 Issued to D.R. Horton, Inc.

TRACT NO. 6759-UNIT 4

CONSISTING OF 3 SHEETS IN THE CITY OF BAKERSFIELD
BEING A SUBDIVISION OF THE REMAINDER PORTION OF LOT "B" OF LOT LINE ADJUSTMENT NO. 16-0447 PER CERTIFICATE OF COMPLIANCE RECORDED APRIL 19, 2017
AS DOCUMENT NO. 000217049542 AND PER CERTIFICATE OF COMPLIANCE RECORDED MARCH 2, 2020 AS DOCUMENT NO. 220028676, BOTH OF OFFICIAL RECORDS;
ALSO BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 31 SOUTH, RANGE 27 EAST, M.D.M.,
CITY OF BAKERSFIELD, COUNTY OF KERN, STATE OF CALIFORNIA.
CONTAINING 51 RESIDENTIAL LOTS 8.17 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 AND HEREBY OFFER FOR DEDICATION TO THE PUBLIC USE, ALL THE STREETS SHOWN UPON SAID MAP WITHIN SAID SUBDIVISION.

WE ALSO HEREBY DEDICATE FOR PUBLIC USE, EASEMENTS FOR PUBLIC UTILITIES, UNDER, ON, OR OVER THOSE CERTAIN STRIPS OF LAND LYING DIRECTLY ADJACENT TO THE FRONT AND/OR SIDE LINES OF LOTS AND ARE DESIGNATED "PUBLIC UTILITIES EASEMENT" AS SHOWN ON SAID MAP, WITHIN SAID SUBDIVISION. SUCH STRIPS OF LAND ARE TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND.

WESTERN PACIFIC HOUSING, INC., A DELAWARE CORPORATION

DAVID HATCH
DIVISION PRESIDENT

CITY CLERK'S STATEMENT

THE CITY COUNCIL OF THE CITY OF BAKERSFIELD HEREBY ORDERS THAT THE MAP OF TRACT NO. 6759-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 ACCEPTED FOR PUBLIC USE SUBJECT TO CONSTRUCTION OF ALL IMPROVEMENTS BY THE SUBDIVIDER AND ACCEPTANCE OF ALL IMPROVEMENTS BY THE CITY OF BAKERSFIELD, AND THAT THOSE PUBLIC EASEMENTS NOTED TO BE ABANDONED ON THIS MAP ARE, IN ACCORDANCE WITH SECTION 66434(g) OF THE SUBDIVISION MAP ACT, ARE HEREBY ABANDONED.

IT DIRECTS THE CLERK OF THIS COUNCIL TO ENDORSE UPON THE FACE OF THIS MAP THIS ORDER AUTHENTICATED BY THE SEAL OF THE CITY COUNCIL OF THE CITY OF BAKERSFIELD, AND IT HEREBY WAIVES, PURSUANT TO THE PROVISIONS OF SECTION 66436 OF THE SUBDIVISION MAP ACT, AND SECTION 16.20.060 OF THE CITY OF BAKERSFIELD MUNICIPAL CODE, THE REQUIREMENTS FOR SIGNATURES OF THE FOLLOWING INTERESTS:

NAME	NATURE OF INTEREST
------	--------------------

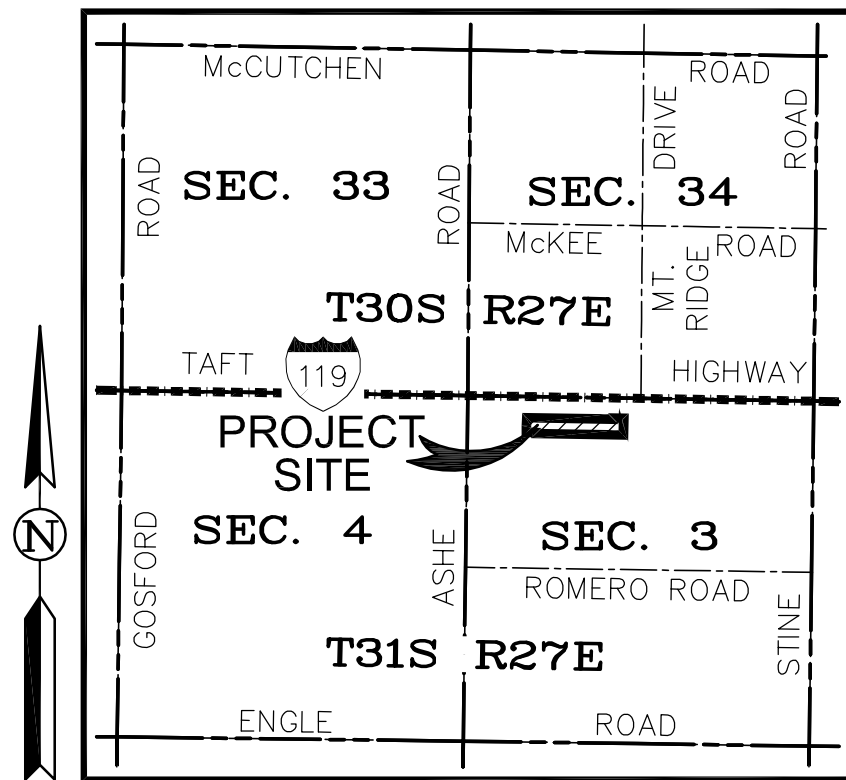
I HEREBY STATE THAT THE FOREGOING ORDERS WERE ADOPTED BY THE CITY COUNCIL OF THE CITY OF BAKERSFIELD AT A MEETING HELD _____

CITY CLERK AND EX-OFFICIO CITY CLERK OF THE CITY COUNCIL OF THE CITY OF BAKERSFIELD



SOIL NOTE:

A PRELIMINARY SOILS REPORT DATED OCTOBER 21, 2004 HAS BEEN PREPARED BY SOILS ENGINEERING, INC. AND SIGNED BY TONY M. FRANGIE, RCE 39549 AND UPDATED AUGUST 16, 2016 BY KRAZAN & ASSOCIATES, INC. AND SIGNED BY RYAN K. PRIVETT, RCE 59372 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.

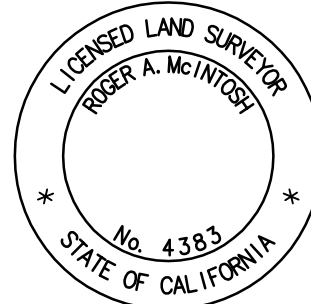


VICINITY MAP
NO SCALE

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF WESTERN PACIFIC HOUSING, INC., A DELAWARE CORPORATION ON JULY 2016, AND THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN. 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 RECORDATION 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
L.S. NO. 4383



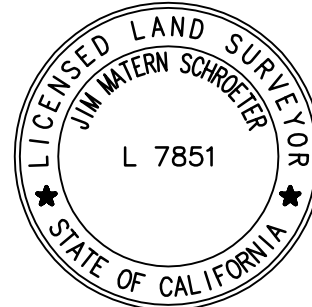
PLANNING DIRECTOR'S STATEMENT

THE PLANNING COMMISSION OF THE CITY OF BAKERSFIELD APPROVED OR CONDITIONALLY APPROVED THE TENTATIVE MAP ON JUNE 1, 2006, AND ANY APPLICABLE EXTENSIONS THEREOF. THE SUBDIVISION, AS SHOWN ON THIS MAP, IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND IN ACCORDANCE WITH ANY CONDITIONS APPROVED BY THE COMMISSION OR CITY COUNCIL UPON APPEAL.

PAUL JOHNSON, PLANNING DIRECTOR, CITY OF BAKERSFIELD

CITY SURVEYOR'S STATEMENT

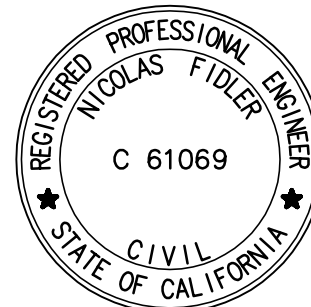
I HAVE EXAMINED THIS MAP, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.



JIM MATERN SCHROETER L.S. 7851

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

RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 20____, AT _____ .M.,

IN BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF
ROGER A. MCINTOSH.

JON LIFQUIST BY: _____
KERN COUNTY ASSESSOR-RECORDER (DEPUTY)

SHEET 1 OF 3 SHEETS

11/15/06	REVISIONS PER C.O.B. 1ST MAP CHECK COMMENTS	GC
05/11/20	REVISIONS PER C.O.B. 2ND MAP CHECK COMMENTS	EBT
07/24/20	REVISIONS PER C.O.B. 3RD MAP CHECK COMMENTS	EBT
10/07/20	UPDATED FOR RECORDATION PER GUARANTEE	EBT

DONE BY: ARL
DATE: 7/6/2006
JOB NO. 04-102.09
FILE: 0410209FM04

TRACT NO. 6759-UNIT 4

CONSISTING OF 3 SHEETS IN THE CITY OF BAKERSFIELD
CONTAINING 51 RESIDENTIAL LOTS
8.17 GROSS ACRES

ABANDONMENT NOTE

UPON RECORDATION OF THIS MAP, THAT PORTION OF LOT "B" OF THE TEMPORARY TURN-AROUND AND FLOWAGE AND DRAINAGE EASEMENT IN FAVOR OF THE CITY OF BAKERSFIELD RECORDED NOVEMBER 29, 2017 AS DOCUMENT NO. 217161604 AND CITY OF BAKERSFIELD EASEMENT FOR PUBLIC ACCESS RECORDED MARCH 28, 2017 AS DOC. NO. 000217038774, BOTH OF OFFICIAL RECORDS, LOCATED WITHIN THE BOUNDARY OF THIS MAP WILL BE ABANDONED IN ACCORDANCE WITH SECTION 66434(g) OF THE SUBDIVISION MAP ACT.

N 1/4 COR. SEC. 3, T.31S., R.27E., M.D.M.,
FD. CONC. MON. IN L.H. W/B.C. MRK'D.
"LS 4383" PER TRACT NO. 6491-PH. 1,
M.B. 57, PGS. 125-126.

STATE ROUTE VI-KER-119 TAFT HIGHWAY

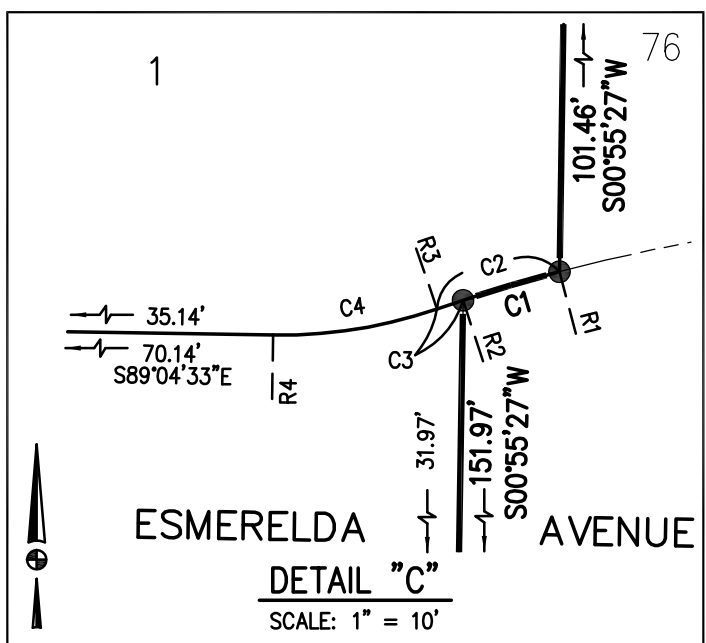
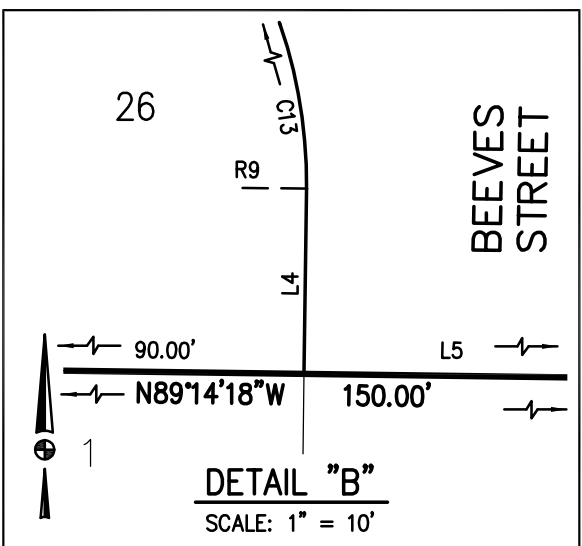
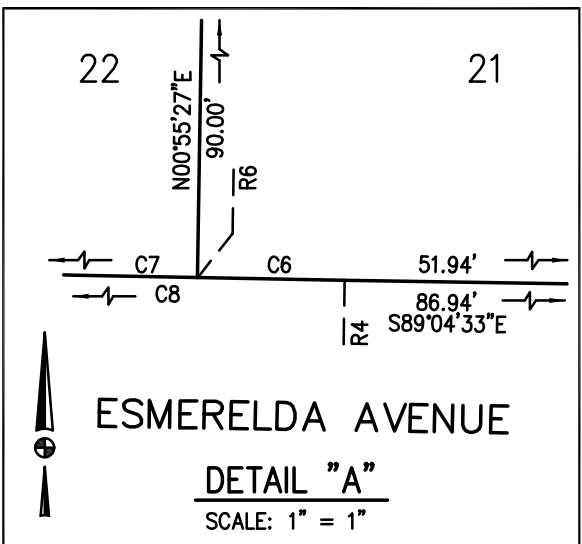
SOUTH LINE SW/4 SEC. 34, T.30S., R.27E., M.D.M. AND
NORTH LINE NW/4 SEC. 3, T.31S., R.27E., M.D.M.

S89°04'33"E 2642.50'
(S89°04'33"E) (2642.40')

BASIS OF BEARINGS

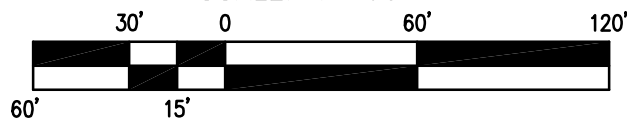
LOT "A", L.L.A. NO. 16-0447
PER CERTIFICATE OF COMPLIANCE
RECORDED APRIL 19, 2017 AS DOC.
NO. 000217049542, O.R.
11.76 GR. ACRES

CITY OF BAKERSFIELD TEMP.
EASEMENT FOR TURN-AROUND,
FLOWAGE & DRAINAGE PER
DOC. NO. 217161604, O.R.



NORTH

SCALE: 1"=60'



LEGEND

- = SET 2" I.P. W/ HUB AND TAG MARKED L.S. 4383
- ⊕ = SET CONC. MON. IN LAMPHOLE W/ BRASS CAP STAMPED L.S. 4383
- ▲ = FOUND MONUMENT AS DESCRIBED
- = FD. CONC. MON. IN LAMPHOLE W/ BRASS CAP MARKED L.S. 4383 PER TRACT 6759-UNIT 1, M.B. 62, PGS. 53-56.
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- ▣ = FD. CONC. MON. IN LAMPHOLE W/ BRASS CAP MARKED L.S. 4383 PER TRACT 6759-UNIT 3, M.B. 64, PGS. 1-2.
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- () RECORD PER RECORD OF SURVEY, R.S. BOOK 15, PAGE 178
- { } RECORD PER FILED MAP 7-1, BOOK 6, PAGE 17 (CONVERTED TO GROUND)

AC. ACRES
CONC. CONCRETE
COR. CORNER
I.P. IRON PIPE
K.C.S. KERN COUNTY SURVEYOR
L.S. LAND SURVEYOR
L.H. LAMPHOLE
M.B. MAP BOOK
M.D.M. MOUNT DIABLO MERIDIAN
MON. MONUMENT
O.R. OFFICIAL RECORDS
P.M. PARCEL MAP
PUE PUBLIC UTILITIES EASEMENT

RAD. RADIAL
R.S. RECORD OF SURVEY
SEC. SECTION
S.F. SQUARE FEET
R1 RADIAL NUMBER FOR DATA (SEE RADIAL TABLE - SHEET 3)
C1 CURVE NUMBER FOR DATA (SEE CURVE TABLE - SHEET 3)
L1 LINE NUMBER FOR DATA (SEE LINE TABLE - SHEET 3)
T.30S. TOWNSHIP 30 SOUTH
T.31S. TOWNSHIP 31 SOUTH
R.27E. RANGE 27 EAST

BASIS OF BEARINGS

THE BEARING OF S89°04'33"E, SHOWN FOR THE CENTERLINE OF TAFT HIGHWAY STATE ROUTE VI-KER-119 AND THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 34, T.30S., R.27E., M.D.M., PER RECORD OF SURVEY FILED IN R.S. BOOK 15, PAGE 178, IN THE OFFICE OF THE KERN COUNTY RECORDER, WAS TAKEN AS THE BASIS OF BEARINGS SHOWN HEREON.

NOTES

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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. 6759-UNIT 1, 2 & 3 AND LOT LINE ADJUSTMENT NO. 16-0447 AND THIS TRACT IS RECORD SAME AS MEASURED.

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 3 SHEETS

11/15/06	REVISIONS PER C.O.B. 1ST MAP CHECK COMMENTS	GC
05/11/20	REVISIONS PER C.O.B. 2ND MAP CHECK COMMENTS	EBT
07/24/20	REVISIONS PER C.O.B. 3RD MAP CHECK COMMENTS	EBT
10/07/20	UPDATED FOR RECORDATION PER GUARANTEE	EBT

DONE BY: ARL
DATE: 7/6/2006
JOB NO. 04-102.09
FILE: 0410209FM04

ABANDONMENT NOTE

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TRACT NO. 6759-UNIT 4

CONSISTING OF 3 SHEETS IN THE CITY OF BAKERSFIELD
CONTAINING 51 RESIDENTIAL LOTS
8.17 GROSS ACRES

STATE ROUTE VI-KER-119 TAFT HIGHWAY

SOUTH LINE SW/4 SEC. 34, T.30S., R.27E., M.D.M. AND
NORTH LINE NW/4 SEC. 3, T.31S., R.27E., M.D.M.

S89°04'33"E 2642.50'
(S89°04'33"E) (2642.40')
BASIS OF BEARINGS

N 1/4 COR. SEC. 3, T.31S., R.27E., M.D.M.,
FD. CONC. MON. IN L.H. W/B.C. MRK'D.
"LS 4383" PER TRACT NO. 6491-PH. 1,
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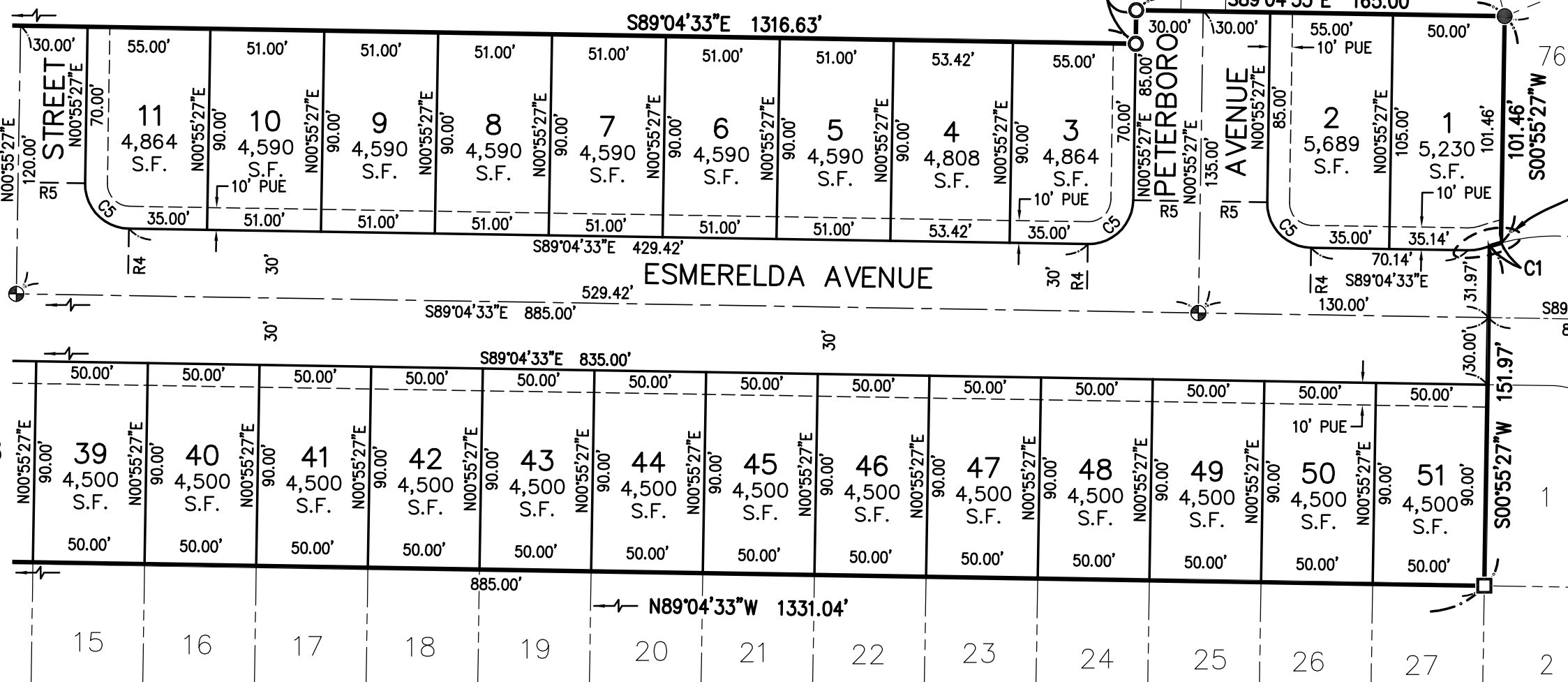
NW COR. SEC. 3, T.31S., R.27E., M.D.M.,
FD. CONC. MON. IN L.H. W/B.C. MRK'D.
"LS 4383" PER TRACT NO. 6491-PH. 1,
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CITY OF BAKERSFIELD TEMP.
EASEMENT FOR TURN-AROUND,
FLOWAGE & DRAINAGE PER
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LOT "A", L.L.A. NO. 16-0447
PER CERTIFICATE OF COMPLIANCE
RECORDED APRIL 19, 2017 AS DOC.
NO. 000217049542, O.R.
11.76 GR. ACRES

CITY OF BAKERSFIELD EASEMENT
FOR PUBLIC ACCESS PER DOC.
NO. 000217038774, O.R.

SEE SHEET 2



TRACT NO. 6759 UNIT 3
MAP BOOK 64, PAGES 1-2

TRACT NO. 6759 UNIT 1
MAP BOOK 62, PAGES 53-56

RADIAL TABLE	
RADIAL	BEARING
R1	S14°50'38"E
R2	S18°06'26"E
R3	N18°59'44"W
R4	N00°55'27"E
R5	S89°04'33"E
R6	N01°04'13"E
R7	N20°50'38"E
R8	S70°50'31"W
R9	N89°14'18"W
R10	S89°14'18"E

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00°45'42"E	15.42'
L2	N00°45'42"E	64.93'
L3	N00°55'27"E	15.00'
L4	S00°45'42"W	9.64'
L5	N89°14'18"W	30.00'
L6	N00°45'42"E	49.51'

CURVE TABLE				
CURVE	RADIUS	LENGTH	TANGENT	DELTA
C1	92.00'	5.24'	2.62'	03°15'48"
C2	92.00'	6.67'	3.33'	04°09'06"
C3	92.00'	1.43'	0.71'	00°53'18"
C4	25.00'	8.69'	4.39'	19°55'11"
C5	20.00'	31.42'	20.00'	90°00'00"
C6	25.00'	0.06'	0.03'	00°08'46"
C7	25.00'	8.63'	4.36'	19°46'25"
C8	25.00'	8.69'	4.39'	19°55'11"
C9	92.00'	43.10'	21.95'	26°50'25"
C10	92.00'	43.10'	21.95'	26°50'25"
C11	92.00'	36.35'	18.42'	22°38'27"
C12	92.00'	208.74'	197.30'	130°00'07"
C13	25.00'	8.69'	4.39'	19°55'11"
C14	25.00'	39.34'	25.07'	90°09'45"

LEGEND

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- ⊕ = SET CONC. MON. IN LAMPHOLE W/ BRASS CAP STAMPED L.S. 4383
- ▲ = FOUND MONUMENT AS DESCRIBED
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T.30S. TOWNSHIP 30 SOUTH
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INFORMATION SHOWN ON BOUNDARY BETWEEN TRACT NO. 6759-UNIT 1, 2 & 3 AND LOT LINE ADJUSTMENT NO. 16-0447 AND THIS TRACT IS RECORD SAME AS MEASURED.



RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 20____, AT _____ .M.,

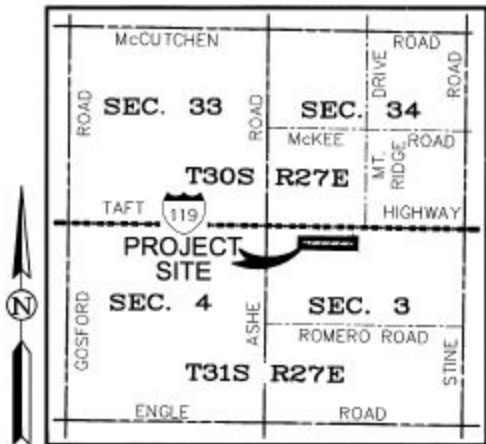
IN BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF
ROGER A. McINTOSH.

JON LIFQUIST BY: _____
KERN COUNTY ASSESSOR-RECORDER (DEPUTY)

SHEET 3 OF 3 SHEETS

11/15/06	REVISIONS PER C.O.B. 1ST MAP CHECK COMMENTS	GC
05/11/20	REVISIONS PER C.O.B. 2ND MAP CHECK COMMENTS	EBT
07/24/20	REVISIONS PER C.O.B. 3RD MAP CHECK COMMENTS	EBT
10/07/20	UPDATED FOR RECORDATION PER GUARANTEE	EBT

DONE BY: ARL
DATE: 7/6/2006
JOB NO. 04-102.09
FILE: 0410209FM04



VICINITY MAP
NO SCALE

ADMINISTRATIVE REPORT

MEETING DATE: 11/4/2020

Consent – Agreements I.

TO: Honorable Mayor and City Council
FROM: Nick Fidler, Public Works Director
DATE: 10/15/2020
WARD: Ward 6
SUBJECT: Final Map and Improvement Agreement with RGF Land Company, Inc. (Developer) for Tract 7261, Phase 3, located south of Panama Lane and east of Gosford Road.

STAFF RECOMMENDATION:

Staff recommends approval of the map and agreement.

BACKGROUND:

Per Bakersfield Municipal Code Chapter 16, "Subdivisions," Tentative Tract Map 7261 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, RGF Land Company, Inc., wishes to record a portion of the tentative tract map (through a final map), the developer must execute an improvement agreement through which the developer agrees to complete the construction of the improvements within one year of the date the agreement is executed. The City Engineer may extend the time to complete the improvements upon request. Certificates of occupancy or final inspections will not be allowed for any building within the bounds of the final map until these required improvements are completed and accepted by the City of Bakersfield and a notice of completion for the improvements is recorded.

The Public Works Department has completed the review of the final map submitted by the developer and is recommending that the Council approve the map. In addition, the improvement agreement outlining the developer's responsibilities for onsite infrastructure improvements, which typically accompanies approval of the final map, is also included and recommended for approval.

ATTACHMENTS:

Description	Type
❑ Tract 7261-3 IMP. ARG	Agreement
❑ Final Map 7261 Unit 3	Backup Material
❑ Vicinity Map	Backup Material

IMPROVEMENT AGREEMENT NO. _____

FOR

Tract 7261 Phase 3

THIS IMPROVEMENT AGREEMENT ("Agreement") is entered into on and effective as of _____ (the "Effective Date"), by and between the **CITY OF BAKERSFIELD**, a municipal corporation ("City") and **RGF Land Company, 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 7261 Phase 3 (the "Project"), under the provisions of the Subdivision Map Act (Govt. Code §§ 66410 et seq.) ("Map Act"), and the Subdivision Ordinance of City (Title 16 of the Bakersfield Municipal Code ("BMC")) ("Ordinance");

WHEREAS, City's Planning Commission, an advisory agency, has approved Developer's tentative map subject to certain approved exceptions and conditions; and

WHEREAS, Developer has submitted its final map to City for approval in accordance with the Map Act and the Ordinance and desires to enter into this Agreement with City to complete the required improvement work in the Project within the time and in the manner provided herein.

AGREEMENT

Incorporating herein the above recitals, City and Developer agree as follows:

1. **IMPROVEMENTS TO BE CONSTRUCTED.** Developer will construct in the Project, at its sole cost and expense, those facilities and improvements (herein collectively referred to as "Improvements") required by BMC Sections 16.32.060 or Section 16.32.080, whichever is applicable, required in the resolution adopted by the City Planning Commission on October 2, 2014, 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 phase¹ covered by this Agreement (the "Covered Phase") until City records the NOC.

5. **GUARANTEE AGAINST DEFECTS.** Developer hereby guarantees all features of the Improvements against defective work or labor done, or defective materials furnished, in the performance of this Agreement for a period of one year following recordation of the NOC. Upon City's demand, Developer will correct, repair, or replace promptly all such defective work or labor done, or defective materials furnished, as may be discovered within the one-year guarantee period. The one-year guarantee period on private improvements will begin when the NOC is recorded.

6. **IMPROVEMENT SECURITY.**

- 6.1. **Required Security.** Developer must provide acceptable security (the "Security") as detailed in **Exhibit B**, which is incorporated herein by reference, for the following obligations:

6.1.1. **Performance** of the obligations of the Agreement by a full and timely completion of the Improvements;

6.1.2. **Labor & Materials/Payment** to all contractors and subcontractors and to persons renting equipment or furnishing labor or materials for the Improvements, except as provided in BMC Section 16.32.040; and

6.1.3. **Warranty/Maintenance** against any defective work or labor performed on or defective materials furnished for the Improvements for a period of one year following recordation of the NOC of the Improvements as outlined above.

- 6.2. **Acceptable Security.** City Engineer has the sole discretion to determine which of the following forms of Security is acceptable:

6.2.1. A bond or bonds by one or more duly authorized corporate

¹ For tracts that have no phases, the term "Covered Phase" refers to the Project.

sureties that substantially conforms with the form set forth in Government Code Section 66499.1 or any successor statute;

6.2.2. Cash deposited with City; or

6.2.3. An irrevocable letter of credit from one or more responsible financial institutions regulated by state or federal government and pledging that the funds are on deposit and guaranteed for payment on demand by City.

6.3 **Developer's Obligation to Maintain Security.** It is Developer's sole responsibility to maintain the Security as follows:

6.3.1 Developer must provide City with the original Security documentation for all required Security as outlined in **Exhibit B**. Copies of the Security documents provided by Developer are attached to this Agreement as **Exhibit D**.

6.3.2 Developer must ensure that all Security is current and that there is no gap in Security coverage. At least sixty days before any Security required by this Agreement expires or otherwise becomes invalid, Developer must take steps to keep the Security current or provide new Security. Any failure by Developer to comply with these provisions will constitute a material breach of this Agreement, and City may, in addition to all other remedies provided by law or this Agreement, immediately pursue whatever Security is available for completion of all Developer obligations under this Agreement.

6.3.3 Developer must provide City with the appropriate mailing address, phone number, state license number, if applicable, and email address for the contact person associated with each form of Security and identify the local representative and corporate headquarters of the company providing the Security ("Contact Information"). It is Developer's responsibility to ensure that City is provided with updates to any of the Contact Information.

6.4 **Release of Security.** The Security will be released as described in

Exhibit B.

7. DEFAULT; REMEDIES.

7.1. **Default.** Developer will be in default of this Agreement if City Engineer, in the exercise of reasonable discretion, determines that any of the following exist:

7.1.1. Developer has failed to properly and fully complete all of the Improvements in accordance with this Agreement within the time, or any extension of time, provided herein;

7.1.2. Developer has failed or neglected to begin the Improvements, or any feature of the Improvements, within a time which will reasonably allow their completion within the time, or any extension of time, provided in this Agreement;

7.1.3. Developer has abandoned any of the work on the Improvements;

7.1.4. Developer, if an individual, has been declared incompetent or placed under the care of a guardian or conservator, or has disappeared;

7.1.5. Developer is subject to a voluntary or involuntary petition in bankruptcy or has been declared bankrupt;

7.1.6. Developer changes the form of its business entity to a form different than the one identified in the introductory paragraph above; or

7.1.7. Developer or owner of the Project transfers ownership of the Project.

7.2. **Remedies.** If Developer is in default of this Agreement, City may, in its sole discretion, immediately exercise any of the following remedies without prejudice to any other remedy City may have in law or equity:

7.2.1. Demand that any available surety pay for the completion of the Improvements;

7.2.2. Demand that any available surety assume Developer's

obligations under this Agreement, in lieu of payment of the secured funds;

- 7.2.3. Provide the necessary supervision, equipment, materials, and labor as it may determine necessary, using any available means, to undertake and complete the Improvements or any part thereof in the manner required by this Agreement at Developer's and its surety's expense, and Developer and its surety, jointly and severally, will be liable to City and must pay City, on demand, any expenses, costs, fees, or other expenditures incurred by City in the course thereof;
- 7.2.4. Combine the payment of secured funds and the completion of Developer's obligations under this Agreement by City forces and/or other entities;
- 7.2.5. Withhold the issuance of building permits or performance of inspections for any lot within the Covered Phase if the Improvements in any current or earlier phase of the tract have not been completed in a timely manner at the time Developer requests building permits or inspections for any lot within the Covered Phase;
- 7.2.6. Withhold the issuance of building permits in subsequent phases until all Improvements in the Covered Phase are completed and approved by City Engineer; and
- 7.2.7. Revert the real property to acreage. By executing this Agreement, Developer warrants that it has authority from each party having record title interest in the Project to act as such party's agent for purposes of the provisions of this subsection and to waive, and, hereby, waives any right to a hearing on such reversion.

Right of Entry. If City elects to exercise its right to the secured funds under this section, Developer hereby grants the right of entry to the Project to City, the surety, and the City's and surety's designated representatives for the purposes of completion of the Improvements or evaluation of any claims on secured funds under this Agreement. It is the responsibility of City, the surety, or the City's or surety's designated representatives to obtain any permission necessary for legal entrance to and/or construction on the Project from the Project's owner should Developer not own or have rights to the

Project. It is also the responsibility of the surety to provide adequate insurance and comply with all regulations, permits, and ordinances while on the Project site or before beginning any work within City's right-of-way.

8. **NO WAIVER OF DEFAULT.** A failure to enforce any provision of this Agreement will not constitute a waiver of the right to enforce the provision at a later time and will not serve to vary the terms of this Agreement.

9. **NO WAIVER BY CITY.** Inspection of the work and/or materials, or approval of the work and/or materials inspected, or a statement by any officer, agent, or employee of City indicating the work or any part thereof complies with the requirements of this Agreement, or acceptance of the whole or any part of the work and/or materials, or payments therefore, or any combination of all of these acts, will not relieve Developer of the obligation to fulfill this Agreement as prescribed; nor will City be thereby estopped from bringing any action for damages arising from Developer's failure to comply with any of the terms and conditions of this Agreement.

10. **INDEMNITY.**

10.1 Developer will indemnify, defend, and hold harmless City and its Council, officers, agents, and employees against any and all liability, claims, actions, causes of action, or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by Developer or Developer's employees, agents, independent contractors, or companies in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by City, except as limited by California Civil Code Section 2782 or caused by City's sole active negligence or willful misconduct.

10.2 Developer, at its own cost, expense, and risk must defend all legal proceedings that may be brought against City or its Council, officers, agents, or employees, on any liability, suit, claim, or demand that Developer has agreed to indemnify them against herein, and must satisfy any resulting judgment that may be rendered against any of them.

- 10.3** Developer's surety providing the Performance Security will not be deemed liable under any of the foregoing provisions of this section, unless the surety undertakes the completion of any of the Improvements or the conduct of work required to be done under this Agreement, and then only to the extent of any act, omission, or neglect of the surety or its engineers, employees, agents, contractors, or subcontractors in the course of the completion of those Improvements or the conduct of that work by the surety.

11. INSURANCE.

- 11.1. Types and Limits of Insurance.** In addition to any other insurance or security required under this Agreement, Developer must procure and maintain, for the duration of this Agreement, the types and limits of insurance below ("Basic Insurance Requirements").

11.1.1. Automobile liability insurance, providing coverage for owned, non-owned, and hired autos on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than \$1,000,000 per occurrence.

11.1.2. Commercial general liability insurance, unless otherwise approved by City's Risk Manager, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than \$1,000,000 per occurrence. The policy must:

11.1.2.1. Provide contractual liability coverage for the terms of this Agreement;

11.1.2.2. Provide unlimited products and completed operations coverage;

11.1.2.3. Provide premises, operations, and mobile equipment coverage; and

11.1.2.4. Contain an additional insured endorsement in favor of City and its mayor, council, officers, agents, employees, and designated volunteers.

- 11.1.3. Workers' compensation insurance** with limits of not less than \$1,000,000 per occurrence. In accordance with the provisions of Labor Code Section 3700, every contractor will be required to secure the payment of compensation to his employees. Pursuant to Labor Code Section 1861, Developer must submit to City the following certification before beginning any work on the Improvements:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

By executing this Agreement, Developer is submitting the certification required above.

The policy must contain a waiver of subrogation in favor of City and its mayor, council, officers, agents, employees, and designated volunteers.

11.2. General Provisions Applying to All Insurance Types.

- 11.2.1.** All policies required of Developer must be written on a first-dollar coverage basis, or contain a deductible provision. Subject to City's advance approval, Developer may utilize a self-insured retention in any or all of the policies provided, but the policy or policies may not contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured or by any means including other insurance or which is intended to defeat the intent or protection of an additional insured.
- 11.2.2.** All policies required of Developer must be primary insurance as to City and its mayor, council, officers, agents, employees, or designated volunteers and any insurance or self-insurance maintained by City and its mayor, council, officers, agents, employees, and designated volunteers must be excess of Developer's insurance and must not contribute with it.

- 11.2.3. The insurance required above, except for workers' compensation insurance, must be placed with insurers with a Best's rating as approved by City's Risk Manager, but in no event less than A-:VII. Any deductibles, self-insured retentions, or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Best's A-:VII, must be declared prior to execution of this Agreement and approved by City in writing.
- 11.2.4. The insurance required in this section must be maintained until the Scope of Work is satisfactorily completed as evidenced by City's written acceptance. All policies must provide that there will be continuing liability thereon, notwithstanding any recovery on any policy.
- 11.2.5. Full compensation for all premiums which the Developer is required to pay to satisfy the Basic Insurance Requirements shall be considered as included in the prices paid for the performance of the scope of Work, and no additional allowance will be made therefor or for additional premiums which may be required by extensions of the policies of insurance.
- 11.2.6. It is further understood and agreed by Developer that its liability to City will not in any way be limited to or affected by the amount of insurance obtained and carried by Developer in connection with this Agreement.
- 11.2.7. Unless otherwise approved by City, if any part of the Scope of Work is subcontracted, the Basic Insurance Requirements must be provided by, or on behalf of, all subcontractors even if City has approved lesser insurance requirements for Developer, and all subcontractors must agree in writing to be bound by the provisions of this section.

12. MISCELLANEOUS.

- 12.1. **Governing Law.** The laws of the State of California will govern the validity of this Agreement, its interpretation, and its performance. Any litigation arising in any way from this Agreement must be brought in Kern County, California.

- 12.2. Notices.** All notices related to this Agreement must be given in writing, must be personally served or sent by certified or registered mail, and will be effective upon actual personal service or depositing in the United States mail. The parties must be addressed as follows, or at any other address designated by notice:

City: CITY OF BAKERSFIELD
Public Works Department
Attention: Subdivisions
1600 Truxtun Avenue
Bakersfield, California 93301
Telephone: (661) 326-3724

Developer: RGF Land Company, Inc.
9100 Ming Avenue, Suite 120
Bakersfield, CA 93311
Telephone: 661-335-6104
Email: tdee@rgfproperties.us

Surety: _____
Attn: _____

Telephone: _____
Email: _____
License No.: _____
Local Contact: _____
Local Telephone: _____

- 12.3. Assignment.** Neither this Agreement nor any rights, interests, duties, liabilities, obligations, or responsibilities arising out of, concerning, or related in any way to this Agreement (including, but not limited to, accounts, actions, causes of action, claims, damages, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive damages, or declaratory, equitable or injunctive relief, whether based on contract, equity, tort, or other theories of recovery provided for by the common or statutory law) may be assigned or transferred by any party. Any such assignment is prohibited and will be unenforceable and otherwise null and void without the need for further action by the non-assigning party or parties.

- 12.4. **Binding Effect.** The rights and obligations of this Agreement will inure to the benefit of, and be binding upon, the parties to the Agreement and their heirs, administrators, executors, personal representatives, successors, and assigns.
- 12.5. **Merger and Modification.** All prior agreements between the parties are incorporated in this Agreement, which constitutes the entire agreement of the parties. Its terms are intended by the parties as a final expression and complete and exclusive statement of their agreement with respect to the terms that are included herein and may not be contradicted by extrinsic evidence of any prior agreement or contemporaneous oral agreement in any judicial or arbitration proceeding involving this Agreement. This Agreement may be modified only in a writing approved by the City Council and signed by all the parties.
- 12.6. **Corporate Authority.** Each individual signing this Agreement on behalf of entities represents and warrants that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.
- 12.7. **Independent Contractor.** This Agreement calls for the performance of Developer's services as an independent contractor. Developer will not be considered an employee of City for any purpose and is not entitled to any of the benefits provided by City to its employees. This Agreement must not be construed as forming a partnership or any other association with Developer other than that of an independent contractor.
- 12.8. **Agreement Mutually Drafted.** This Agreement is the product of negotiation, and all parties are equally responsible for its authorship. California Civil Code Section 1654 does not apply to the interpretation of this Agreement.
- 12.9. **Exhibits.** If there is a conflict between the terms, conditions, or specifications set forth in this Agreement and those in exhibits attached hereto, the terms, conditions, or specifications set forth in this Agreement will prevail. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached.

12.10. Tax Numbers.

Developer's Federal Tax Identification No. 83-1668451.

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

DEVELOPER

CITY OF BAKERSFIELD

RGF Land Company, Inc.

By: _____
KAREN GOH
Mayor

By: _____
Print Name: JEFF MCGEE
Title: President

APPROVED as to form:
VIRGINIA GENARO
City Attorney

By: _____
Print Name: _____
Title: _____

By: _____
JOSHUA RUDNICK
Deputy City Attorney

Insurance/Surety: _____

APPROVED as to content:
PUBLIC WORKS DEPARTMENT

By: _____
NICK 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 ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }

COUNTY OF KERN }

On October 9, 2020 before me, Kathleen Garzelli Notary
Public, _____
Date (here insert name and title of the officer)

personally appeared Jeffrey A. Meger

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: Kathleen Garzelli (Seal)

_____ OPTIONAL _____

Description of Attached Document

Title or Type of Document: _____ Number of Pages: _____

Document Date: _____ Other: _____

EXHIBIT A
Checklist for Notice of Completion



PUBLIC WORKS DEPARTMENT
CITY OF BAKERSFIELD
SUBDIVISIONS

CHECKLIST FOR NOTICE OF COMPLETION

Project No. _____ Phase No. _____

GENERAL INSTRUCTIONS

Submit a copy of this checklist with your Notice of Completion package. Include all items on this checklist with your package. If an item is already on file with the City, please so note. If any item is marked as NA (not applicable), provide a written justification or explanation. Failure to submit this checklist or to address all items on the checklist will result in a delay in filing the Notice of Completion and/or in the release of any securities. Processing of a Notice of Completion cannot proceed until Subdivisions has received direct confirmation from the Construction Division that the punch list items are complete.

OK	NA	Checklist Item
		City's punch list, completed and signed off by Construction Inspector.
		Monument elevation map provided to the City.
		Record drawings of the required improvements, signed by the Engineer of Record, along with an electronic copy
		Utility composite plan, including street light electrical service points.
		Warranty security as required shall be posted
		"As-graded" plans, signed by the Engineer of Record, along with an electronic copy
		Letter from engineer of record certifying that monuments have been set and that the engineer has been paid for setting the monuments.
		Maintenance letter from Recreation and Parks
		Sump acceptance by the Water Department (if required)
		Geotechnical letter confirming sump construction per Grading Plan and/or Drainage Study (if required)
		Other items required by tract conditions:

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
WHEN REQUIRED	When Developer submits executed Agreement and final map to City for approval	When Developer submits executed Agreement and final map to City for approval	Before City records the NOC of the improvements
AMOUNT OF SECURITY	100% of the total estimated cost of the Improvements as reflected in the Engineer's Estimate attached hereto as Exhibit C and incorporated herein by reference ("Engineer's Estimate")	50% of the total estimated cost of the Improvements as reflected in the attached Engineer's Estimate	10% of the total estimated cost of the Improvements as reflected in the attached Engineer's Estimate
DATE OF RELEASE/ REDUCTION	<p>Within 30 days after City records a NOC of the Improvements; but, if City discovers that Developer performed defective work or labor or furnished defective materials in completing the Improvements or Developer damages the Improvements after City records the NOC, the Security will be released only after Developer has repaired or replaced the defective or damaged Improvements to City's satisfaction.</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>	90 days after City records a NOC of the Improvements unless City receives written notice that an action or stop notice has been filed related to the construction of the Improvements; in which case the Security, at Developer's request, may be reduced to an amount not less than the total of all claims on which an action or stop notice has been filed	18 months after recordation of the NOC of the Improvements

EXHIBIT C
Engineer's Estimate

BOND ESTIMATE
for City of Bakersfield Tracts
 Tract 7261 - Phase 3

Date: 9/24/2020
 Job No: 13-099.01
 Prepared By: DF

Item No.	Item Description	Qty	Unit	Unit \$	Item \$
Storm Drain Improvements					
1.	18" Storm Drain (RGJ-RCP)	85	lf	120.00	10,200
2.	Type A Catch Basins	3	ea	5000.00	15,000
3.	Manhole	2	ea	4000.00	8,000
				Sub-Total	33,200
Sewer Improvements					
4.	6" Sewer Line	244	lf	50.00	12,200
5.	8" Sewer Line	609	lf	55.00	33,495
6.	4" Laterals	871	lf	30.00	26,130
7.	Standard Manhole, 6' to 8'	3	ea	2600.00	7,800
				Sub-Total	79,625
Water Improvements					
8.	1" Water Service	23	ea	1100.00	25,300
9.	8" Waterline	1012	lf	35.00	35,420
10.	8" Gate Valve & Valve Box	4	ea	1560.00	6,240
11.	6" Fire Hydrant Assembly	2	ea	4000.00	8,000
12.	2" Blow-off Assemblies	1	ea	1200.00	1,200
				Sub-Total	76,160
Street Improvements					
13.	A.C. Paving	560	tns	100.00	56,000
14.	Aggregate Base (Class 2)	572	cy	70.00	40,040
15.	Roadway Excavation/Subgrade Preparation	715	cy	25.00	17,875
16.	6" Curb & Gutter	1937	lf	25.00	48,425
17.	Sidewalk (4" thick)	8786	sf	6.00	52,716
18.	Driveways (6" thick)	2325	sf	9.00	20,925
19.	Handicap Ramps (ADA/Title 24/CalTrans)	4	ea	2500.00	10,000
19.	Street Name Signs	4	ea	300.00	1,200
20.	Street Lights - COB Standard	3	ea	6000.00	18,000
21.	Survey Monument & Encasement	3	ea	750.00	2,250
				Sub-Total	267,431
TOTAL IMPROVEMENTS:					456,416
20 % Contingency:					91,283
ENFORCEMENT COST					15,000
TOTAL IMPROVEMENT BOND:					562,699
50% LABOR BOND:					281,350



9-24-20

EXHIBIT C

EXHIBIT D
Security

BANK OF AMERICA - CONFIDENTIAL

PAGE: 1

DATE: OCTOBER 15, 2020

IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER: 68148804

APPLICANT REFERENCE NUMBER: COB 562699

APPLICANT
RGF LAND COMPANY, INC.
9100 MING AVENUE
SUITE 120
BAKERSFIELD, CA 93311

BENEFICIARY
CITY OF BAKERSFIELD - PUBLIC WORKS
1501 TRUXTUN AVENUE
BAKERSFIELD, CA 93301

ISSUING BANK
BANK OF AMERICA, N.A.
ONE FLEET WAY
PA6-580-02-30
SCRANTON, PA 18507-1999

AMOUNT
NOT EXCEEDING USD 562,699.00
NOT EXCEEDING FIVE HUNDRED SIXTY TWO THOUSAND SIX HUNDRED NINETY NINE AND
00/100'S US DOLLARS

EXPIRATION
OCTOBER 9, 2021 AT OUR COUNTERS

PER IMPROVEMENT AGREEMENT:

WE HEREBY ESTABLISH OUR STANDBY LETTER OF CREDIT LC NO. 68148804 IN
YOUR FAVOR, FOR THE ACCOUNT OF RGF LAND COMPANY, INC. UP TO THE
AGGREGATE AMOUNT OF FIVE HUNDRED SIXTY TWO THOUSAND, SIX HUNDRED
NINETY NINE AND 00/100 US DOLLARS (\$562,699.00). AFTER 90 DAYS FROM
THE RECORDING OF THE NOTICE OF COMPLETION (N.O.C.) THE AMOUNT OF THIS
LETTER OF CREDIT CAN THEN BE REDUCED TO TWO HUNDRED EIGHTY-ONE
THOUSAND THREE HUNDRED FIFTY (\$281,350.00) WHICH IS EQUAL TO 50% FOR
LABOR AND MATERIALS.

THE AMOUNT IS AVAILABLE BY PRESENTATION OF YOUR DRAFT(S) DRAWN ON US,
AT SIGHT AND DULY ENDORSED, ACCOMPANIED BY THE FOLLOWING:

- 1) THIS ORIGINAL LETTER OF CREDIT AND ANY AMENDMENTS.
- 2) A DATED AFFIDAVIT SIGNED BY AN AUTHORIZED SIGNATORY OF THE CITY OF
BAKERSFIELD, CERTIFYING THAT "RGF LAND COMPANY, INC, IS IN DEFAULT
RELATING TO TRACT 7261 PHASE 3, IMPROVEMENT AGREEMENT AND THE AMOUNT
OF DRAWING IS DUE AND PAYABLE."

OTHER CONDITIONS:

WE ARE ADVISED BY THE APPLICANT THAT THE CITY MAY PRESENT DRAWS TO
PAY FOR LABOR AND MATERIALS.

PARTIAL DRAWING ARE ALLOWED.

ALL DRAFT(S) DRAWN MUST BEAR THE CLAUSE, "DRAWN UNDER BANK OF
AMERICA, LETTER OF CREDIT NUMBER LC NO. 68148804, DATED OCTOBER 15,

ORIGINAL

EXHIBIT D

BANK OF AMERICA - CONFIDENTIAL

PAGE: 2

THIS IS AN INTEGRAL PART OF LETTER OF CREDIT NUMBER: 68148804

2020."

THIS LETTER OF CREDIT MAY BE REDUCED UPON A WRITTEN REQUEST FROM THE BENEFICIARY STATING: "THE FACE AMOUNT OF LETTER OF CREDIT NO 68148804 SHOULD BE REDUCED BY USD _____ TO A NEW AMOUNT OF USD _____".

ALL BANKING CHARGES ARE FOR THE ACCOUNT OF THE APPLICANT.

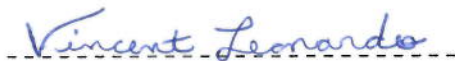
IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT IS DEEMED TO BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR PERIOD(S) OF ONE YEAR EACH FROM THE CURRENT EXPIRY DATE HEREOF, OR ANY FUTURE EXPIRATION DATE, UNLESS AT LEAST NINETY (90) DAYS PRIOR TO ANY EXPIRATION DATE, WE NOTIFY YOU BY REGISTERED MAIL OR OVERNIGHT COURIER AT THE ABOVE LISTED ADDRESS THAT WE ELECT NOT TO CONSIDER THIS LETTER OF CREDIT EXTENDED FOR ANY SUCH ADDITIONAL PERIOD.

ANY SUCH NOTICE SHALL BE EFFECTIVE WHEN SENT BY US AND UPON SUCH NOTICE TO YOU, YOU MAY DRAW AT ANY TIME PRIOR TO THE THEN CURRENT EXPIRATION DATE, UP TO THE FULL AMOUNT THEN AVAILABLE HEREUNDER, AGAINST YOUR DRAFT(S) DRAWN ON US AT SIGHT AND THE ORIGINAL OF THIS LETTER OF CREDIT AND ALL AMENDMENTS THERETO, ACCOMPANIED BY YOUR STATEMENT, SIGNED BY AN AUTHORIZED SIGNATORY, ON YOUR LETTERHEAD STATING THAT YOU ARE IN RECEIPT OF BANK OF AMERICA, N.A.'S NOTICE OF NONEXTENSION UNDER LETTER OF CREDIT NO. 68148804 AND THE APPLICANT'S OBLIGATION TO YOU REMAINS.

WE HEREBY ENGAGE WITH YOU THAT PRESENTATION OF SUCH DRAFT(S) AND DOCUMENT(S) MAY BE MADE AT OUR OFFICE LOCATED AT BANK OF AMERICA, N.A., ONE FLEET WAY, MC: PA6-580-02-30, SCRANTON, PA 18507-1999, BY OVERNIGHT COURIER, OR BY TELECOPY TO FACSIMILE NO. 800-755-8743, CONFIRMED BY TELEPHONE TO 1-800-370-7519. RECEIPT OF SUCH TELEPHONE NOTICE SHALL NOT BE A CONDITION TO PRESENTATION HEREUNDER. IF PRESENTED BY FAX, DOCUMENTS ARE NOT REQUIRED TO BE SENT BY COURIER.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, THIS LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES 1998, INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 590.

IF YOU REQUIRE ANY ASSISTANCE OR HAVE ANY QUESTIONS REGARDING THIS TRANSACTION, PLEASE CALL 800-370-7519 .



AUTHORIZED SIGNATURE

THIS DOCUMENT CONSISTS OF 2 PAGE(S).

ORIGINAL

EXHIBIT D

EXHIBIT E
Insurance



BAKERSFIELD

THE SOUND OF *Something Better*

Workers' Compensation Coverage Exemption Declaration

The undersigned (hereinafter referred to as "I" or "Me") hereby declares that the following is true and correct:

I am an individual or a company that has entered, or will be entering, into an agreement with the City of Bakersfield to provide goods or services.

I am familiar with the terms of said agreement which require Me to maintain workers' compensation coverage as required by California Law.

I am familiar with the workers' compensation laws of California (generally contained in section 3700 of the Labor Code), including those provisions which provide for specific exemptions from the requirement that all employers must carry workers' compensation insurance, and I am exempted under the law from the requirement to maintain workers' compensation insurance coverage.

In addition, during the term of any work for the City of Bakersfield under said agreement, (i) I will not employ any person in any manner so as to become subject to the workers' compensation laws of California, or (ii) should I become subject to the worker's compensation provision of Section 3700 of the Labor Code for any reason, I shall forthwith comply with those provisions and send evidence of compliance to the City of Bakersfield.

Date: 10-12-2020

Name: Tom Dee

(Print or type)

Name: _____

(Signature)

Company Name (if any): RGF Land Company, Inc.

Title: Agent for Owner

Telephone: 661-355-6104

Warning: In California, failure to secure workers' compensation coverage is unlawful and shall subject an employer to criminal penalties and civil fines up to one hundred thousand dollars (\$100,000). In addition to the cost of compensation, damages may be assessed as provided for in Section 3706 of the Labor Code, including, but not necessarily limited to, interest and attorney's fees.

RGF LAND COMPANY, INC.

October 12, 2020

City of Bakersfield
Risk Management Division

Re: Insurance Requirement -Auto

Please be advised that RGF Land Company, Inc., does not own any vehicles and does not have a need for auto liability insurance at the time and will not furnish it in regards to this project.

If you have any questions, please contact Kathleen Garzelli at (661) 335-6103 or by email at kgarzelli@rgfproperties.us.

We look forward to working with you and value your partnership with us.

Sincerely,

A handwritten signature in blue ink, appearing to be 'Tom Dee', is written over the printed name.

Tom Dee, Agent for
RGF Land Company, Inc.



RGFLAND-01

JANEGARRETSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/12/2020

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 NFP Property & Casualty Services, Inc. 1551 North Tustin Avenue Suite 500 Santa Ana, CA 92705	CONTACT NAME: Jane Garretson PHONE (A/C, No, Ext): (714) 617-2333 E-MAIL ADDRESS: jane.garretson@nfp.com		FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE INSURER A: Gemini Insurance Company		NAIC # 10833
INSURED RGF Land Company, LLC 9100 Ming Avenue, Ste 120 Bakersfield, CA 93311	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		VCGP024169	11/12/2018	3/1/2021	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	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> Hired AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$	
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY 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 \$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Project: Tract 7261 - Phase 3

As required by written contract, The City Bakersfield, its mayor, council, officers, agents, employees and volunteers are included as an additional insured per forms CG2010 0413 & CG2037 0413 attached; coverage is primary and non contributory as respects general liability per form CG2001 0413 attached.

CERTIFICATE HOLDER

CANCELLATION

City of Bakersfield • Office of Risk Management
 1600 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

Jane Garretson

EXHIBIT E



ADDITIONAL REMARKS SCHEDULE

AGENCY NFP Property & Casualty Services, Inc.		NAMED INSURED RGF Land Company, LLC 9100 Ming Avenue, Ste 120 Bakersfield, CA 93311	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

NFP Disclaimer

The attached Certificate of Insurance is provided as part of our service to our client, the insured. If special endorsements have been provided, they also are indicated attached. You may find that these documents do not comply with all the terms and conditions of the underlying contract between the Certificate Holder and the insured due to the Insurance Company's insuring conditions, limitations, exclusions and other terms. If you have any questions, please contact the undersigned.

NFP Property & Casualty Services Inc.
CA License OF15715
1551 N. Tustin Ave., Suite 500
Santa Ana, CA 92705

Telephone: 714-505-5550
Fax: 714-975-8966

EXHIBIT E

Policy Number: VCGP024169
Insured Name: RGF Land Company, Inc.
Number: 36

CG 20 10 04 13

Effective Date: 11/12/2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

SCHEDULE	
Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization when you have agreed in a written and executed contract, prior to an "occurrence", that such person or organization be added as an additional insured on your policy.	All locations for which you have agreed in a written and executed contract prior to an "occurrence."
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

EXHIBIT E

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Policy Number: VCGP024169
Insured Name: RGF Land Company, Inc.
Number: 39

CG 20 37 04 13

Effective Date: 11/12/2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

SCHEDULE	
Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization when you have agreed in a written and executed contract, prior to an "occurrence", that such person or organization be added as an additional insured on your policy.	All locations and completed operations for which you have agreed in a written and executed contract prior to an "occurrence."
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

EXHIBIT E

Policy: VCGP024169
Insured Name: RGF Land Company, Inc.
Number: 15

CG 20 01 04 13

Effective Date: 11/12/2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

EXHIBIT E

OWNER’S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF, OR HAVE SOME RIGHT, TITLE OR INTEREST IN AND TO, THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS MAP, AND THAT EXCEPT AS SHOWN ON THIS MAP AND STATEMENTS MADE A PART THEREOF WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS CLEAR TITLE TO SAID PROPERTY, AND WE CONSENT TO THE MAKING OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE BOLD BORDER LINES AND HEREBY OFFER FOR DEDICATION TO THE PUBLIC USE, ALL THE STREETS SHOWN HEREON, WITHIN SAID SUBDIVISION.

WE ALSO HEREBY DEDICATE FOR PUBLIC USE EASEMENTS FOR PUBLIC UTILITIES, UNDER, ON OR OVER THOSE CERTAIN STRIPS OF LAND LYING DIRECTLY ADJACENT TO THE FRONT AND/OR SIDE LINES OF LOTS AND ARE DESIGNATED "PUBLIC UTILITIES EASEMENT", AS SHOWN HEREON, WITHIN SAID SUBDIVISION. SUCH STRIPS OF LAND ARE TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND.

WE ALSO HEREBY DEDICATE TO THE CITY OF BAKERSFIELD, AN EASEMENT FOR PUBLIC SIDEWALK PURPOSES OVER, ON AND UNDER PORTIONS OF LOTS 10 THROUGH 14, AS SHOWN HERON.

RGF LAND COMPANY, INC., A CALIFORNIA CORPORATION

JEFFREY A. MEGER
PRESIDENT

PANAMA LANE PROPERTIES, LLC, AS BENEFICIARY UNDER DEED OF TRUST RECORDED SEPTEMBER 14, 2018 AS DOCUMENT NO. 218121627 OF OFFICIAL RECORDS.

JEFFREY A. MEGER
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 _____)
ON _____ BEFORE ME, _____, A
NOTARY PUBLIC, PERSONALLY APPEARED _____, WHO
PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE
NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT
HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND
THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE
ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA
THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _____

PRINTED NAME: _____ MY COMMISSION EXPIRES: _____

MY COMMISSION IS IN THE COUNTY OF _____ MY COMMISSION I.D. NO. _____

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF _____)
ON _____ BEFORE ME, _____, A
NOTARY PUBLIC, PERSONALLY APPEARED _____, WHO
PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE
NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT
HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND
THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE
ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA
THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _____

PRINTED NAME: _____ MY COMMISSION EXPIRES: _____

MY COMMISSION IS IN THE COUNTY OF _____ MY COMMISSION I.D. NO. _____

TRACT NO. 7261 PHASE 3

CONSISTING OF 2 SHEETS IN THE CITY OF BAKERSFIELD
BEING A SUBDIVISION OF A PORTION OF PARCEL 2 OF PARCEL WAIVER NO. 17-0089 PER CERTIFICATE OF COMPLIANCE RECORDED
AUGUST 25, 2017 AS DOCUMENT NO. 217114975 OF OFFICIAL RECORDS, IN THE OFFICE OF THE KERN COUNTY RECORDER; ALSO BEING A
PORTION OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 30 SOUTH, RANGE 27 EAST, M.D.M.,
CITY OF BAKERSFIELD, COUNTY OF KERN, STATE OF CALIFORNIA.
23 RESIDENTIAL LOTS
5.63 GROSS ACRES

CITY CLERK’S STATEMENT

THE CITY COUNCIL OF THE CITY OF BAKERSFIELD HEREBY ORDERS THAT THE MAP OF TRACT NO. 7261 PHASE 3 IS APPROVED, THAT ALL EASEMENTS AND ACCESS RIGHTS SHOWN UPON THIS MAP AND HEREON OFFERED FOR DEDICATION BE AND THE SAME ARE HEREBY ACCEPTED FOR THE PURPOSE OR PURPOSES FOR WHICH THE SAME ARE OFFERED, AND THAT THE STREETS SHOWN UPON THIS MAP AND HEREON OFFERED FOR DEDICATION BE AND THE SAME ARE HEREBY ACCEPTED FOR PUBLIC USE SUBJECT TO CONSTRUCTION OF ALL IMPROVEMENTS BY THE SUBDIVIDER AND ACCEPTANCE OF ALL IMPROVEMENTS BY THE CITY OF BAKERSFIELD AND THAT THOSE EASEMENT NOTED TO BE ABANDONED ON THIS MAP ARE, IN ACCORDANCE WITH SECTION 66434(g) OF THE SUBDIVISION MAP ACT, HEREBY ABANDONED.

IT DIRECTS THE CLERK OF THIS COUNCIL TO ENDORSE UPON THE FACE OF THIS MAP THIS ORDER AUTHENTICATED BY THE SEAL OF THE CITY COUNCIL OF THE CITY OF BAKERSFIELD, AND IT HEREBY WAIVES, PURSUANT TO THE PROVISIONS OF SECTION 66436 OF THE SUBDIVISION MAP ACT, AND SECTION 16.20.060 OF THE CITY OF BAKERSFIELD MUNICIPAL CODE, THE REQUIREMENTS FOR SIGNATURES OF THE FOLLOWING INTERESTS:

NAME	NATURE OF INTEREST
DINA K. LIGARI, AKA DINA KATHLEEN LIGARI J. STANLEY ANTONGIOVANNI AND LINDA R. MCKENNA, CO-TRUSTEES OF THE JOHN M. ANTONGIOVANNI TRUST JANE ANDREA UHALT, TRUSTEE OF THE JANE A. UHALT REVOCABLE TRUST ROBERT JOHN STEVENS AND CHARLES GERARD STEVENS, CO-SUCCESSOR TRUSTEES OF THE IRENE F. STEVENS SEPARATE PROPERTY REVOCABLE TRUST	MINERAL RIGHTS HOLDER BELOW A DEPTH OF 500 FEET WITH NO RIGHT OF SURFACE ENTRY PER DOCUMENT NO. 0205240666 AND AMENDED PER DOCUMENT NO. 0213183488, BOTH OF OFFICIAL RECORDS.
JUDITH CLAIRE WALSH, A MARRIED WOMAN	MINERAL RIGHTS HOLDER BELOW A DEPTH OF 500 FEET WITH NO RIGHT OF SURFACE ENTRY PER DOCUMENT NO. 000214014480 OF OFFICIAL RECORDS.
JOHN STANLEY ANTONGIOVANNI, A MARRIED MAN LINDA RAE MCKENNA, A MARRIED WOMAN	MINERAL RIGHTS HOLDER BELOW A DEPTH OF 500 FEET WITH NO RIGHT OF SURFACE ENTRY PER DOCUMENT NO. 000214014481 OF OFFICIAL RECORDS.
JOHN STANLEY ANTONGIOVANNI AND LINDA RAE MCKENNA, CO-TRUSTEES OF THE JOHN M. ANTONGIOVANNI TRUST OLD RIVER LAND COMPANY, A CALIFORNIA CORPORATION JANE A. UHALT, TRUSTEE OF THE JANE A. UHALT REVOCABLE TRUST ROBERT JOHN STEVENS AND CHARLES GERARD STEVENS, SUCCESSOR CO-TRUSTEES OF THE IRENE F. STEVENS SEPARATE PROPERTY REVOCABLE TRUST	MINERAL RIGHTS HOLDER BELOW A DEPTH OF 500 FEET WITH NO RIGHT OF SURFACE ENTRY PER DOCUMENT NO. 000214014482 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

SOILS NOTE

A PRELIMINARY SOILS REPORT DATED MARCH 7, 2016, HAS BEEN PREPARED BY KRAZAN & ASSOCIATES, INC. AND SIGNED BY DAVID R. JAROSZ, II, R.C.E. 60185 AND IS ON FILE IN THE CITY BUILDING DEPARTMENT. IN ACCORDANCE WITH SECTION 16.44.040 OF THE CITY MUNICIPAL CODE, NO BUILDING PERMIT SHALL BE ISSUED FOR ANY LOT IN ANY SUBDIVISION UNTIL ALL GRADING HAS BEEN COMPLETED IN ACCORDANCE WITH THE APPROVED GRADING PLAN AND A FINAL SOILS REPORT HAS BEEN SUBMITTED TO AND APPROVED BY THE BUILDING DIRECTOR.

NOTE

FOR VICINITY MAP, SEE SHEET 2.

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 RGF LAND COMPANY, INC., A CALIFORNIA CORPORATION IN JANUARY OF 2019, AND THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN. 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 WITHIN ONE (1) YEAR FROM THE RECORDATION 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
L.S. NO. 4383

DATE

PLANNING DIRECTOR’S STATEMENT

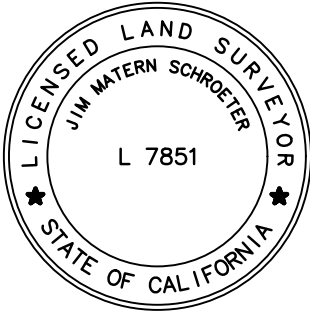
THE PLANNING COMMISSION OF THE CITY OF BAKERSFIELD APPROVED OR CONDITIONALLY APPROVED THE TENTATIVE MAP ON OCTOBER 2, 2014, AND ANY APPLICABLE EXTENSIONS THEREOF. THE SUBDIVISION, AS SHOWN ON THIS MAP, IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND IN ACCORDANCE WITH ANY CONDITIONS APPROVED BY THE COMMISSION OR CITY COUNCIL UPON APPEAL.

PAUL JOHNSON, PLANNING DIRECTOR, CITY OF BAKERSFIELD

DATE

CITY SURVEYOR’S STATEMENT

I HAVE EXAMINED THIS MAP, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.



JIM MATERN SCHROETER LS 7851

DATE

CITY ENGINEER’S STATEMENT

I, NICOLAS FIDLER, HEREBY STATE THAT I HAVE EXAMINED THIS MAP, THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OR APPROVED ALTERATIONS THEREOF, THAT ALL THE PROVISIONS OF THE SUBDIVISION MAP ACT AND TITLE 16 OF THE CITY MUNICIPAL CODE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH TO THE BEST OF MY KNOWLEDGE AND BELIEF.



NICOLAS FIDLER C 61069

DATE

RECORDER’S STATEMENT:

FILED THIS _____ DAY OF _____, 20____, AT _____ .M.,

IN BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF
ROGER A. McINTOSH.

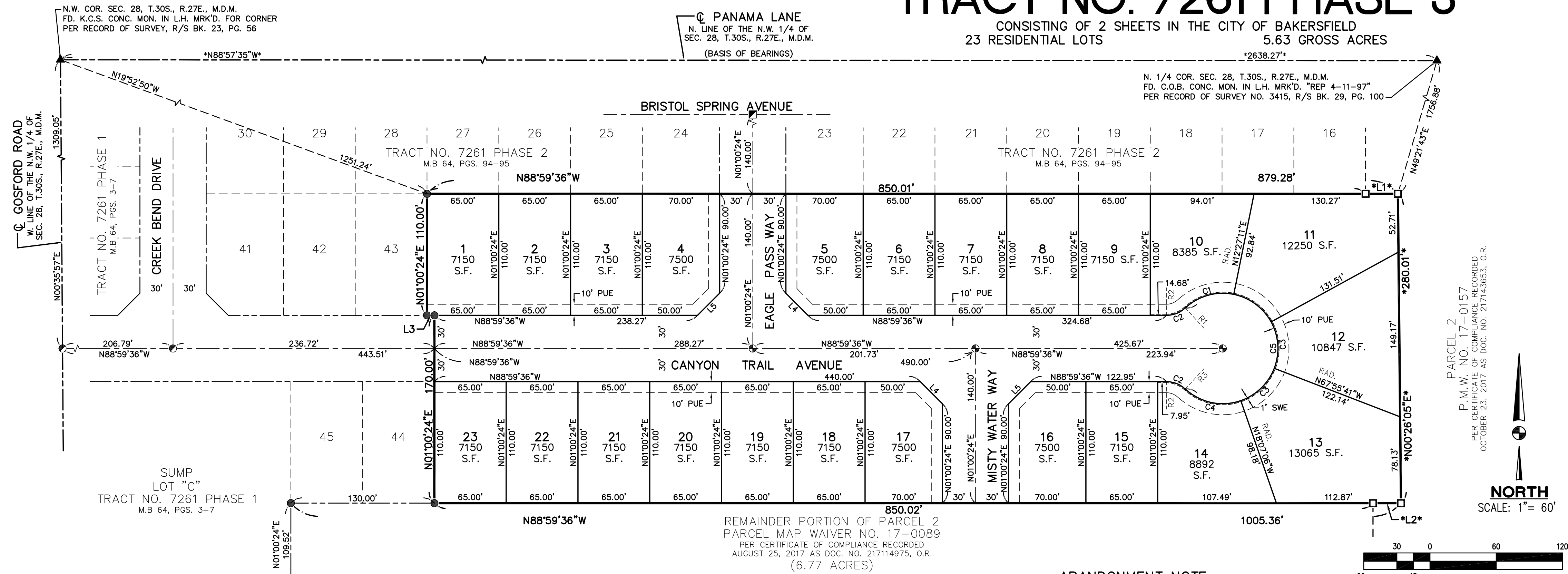
JON LIFQUIST
KERN COUNTY ASSESSOR-RECORDER

BY: _____
(DEPUTY)

11/08/17	UPDATED MAP PER C.O.B. 1ST CHECK	EBT
08/20/18	UPDATED BOUNDARY AND REMOVED 5 LOTS, RENUMBERED	EBT
10/31/18	UPDATED OWNERS AND DEED OF TRUST	EBT
02/13/20	ADDED SIDEWALK EASEMENT INFORMATION	MVW
10/05/20	UPDATED FOR RECORDATION PER GUARANTEE	EBT

TRACT NO. 7261 PHASE 3

CONSISTING OF 2 SHEETS IN THE CITY OF BAKERSFIELD
23 RESIDENTIAL LOTS 5.63 GROSS ACRES



LEGEND

- = SET 2" I.P. W/ HUB AND TAG MARKED "L.S. 4383"
- ⊙ = SET CONC. MON. IN LAMPHOLE W/ BRASS CAP STAMPED "L.S. 4383"
- ▲ = FOUND MONUMENT AS DESCRIBED
- = FD. 2" I.P. W/HUB AND TAG MRK'D. "LS 4383" PER TRACT NO. 7261 PHASE 1, M.B. 64, PGS. 3-7.
- ⦿ = FD. CONC. MON. W/B.C. MRK'D. "LS 4383" PER TRACT NO. 7261 PHASE 1, M.B. 64, PGS. 3-7.
- = FD. 2" I.P. W/HUB AND TAG MRK'D. "LS 4383" PER TRACT NO. 7261 PHASE 2, M.B. 64, PGS. 94-95.
- ▣ = FD. CONC. MON. W/B.C. MRK'D. "LS 4383" PER TRACT NO. 7261 PHASE 2, M.B. 64, PGS. 94-95.
- = FD. 2" I.P. W/HUB AND PENNY TAG MRK'D. "LS 4383" PER RECORD OF SURVEY NO. 3746, R/S BK. 32, PG. 4.
- * * = MEASURED SAME AS RECORD PER RECORD OF SURVEY NO. 3746, R/S BK. 32, PG. 4.

ABBREVIATIONS

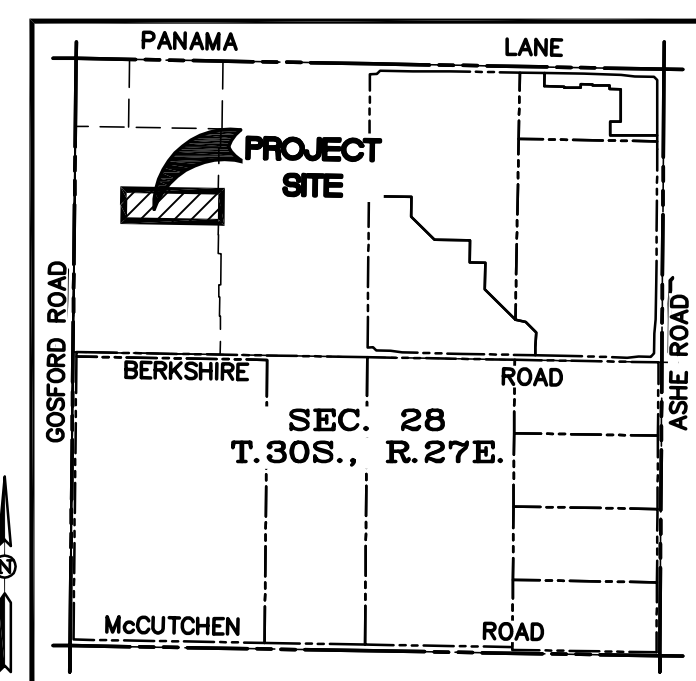
- BK. BOOK
- C.O.B. CITY OF BAKERSFIELD
- CONC. CONCRETE
- COR. CORNER
- FD. FOUND
- I.P. IRON PIPE
- K.C.S. KERN COUNTY SURVEYOR'S
- L.S. LAND SURVEYOR
- L.H. LAMPHOLE
- M.B. MAP BOOK
- MRK'D. MARKED
- M.D.M. MOUNT DIABLO MERIDIAN
- MON. MONUMENT
- O.R. OFFICIAL RECORDS

- PG. PAGE
- PUE PUBLIC UTILITIES EASEMENT
- SWE SIDEWALK EASEMENT
- RAD. RADIAL
- R/S RECORD OF SURVEY
- SEC. SECTION
- S.F. SQUARE FEET
- R.27E. RANGE 27 EAST
- T.30S. TOWNSHIP 30 SOUTH
- L1 LINE NUMBER FOR DATA (SEE LINE TABLE)
- C1 CURVE NUMBER FOR DATA (SEE CURVE TABLE)
- R1 RADIAL NUMBER FOR DATA (SEE RADIAL TABLE)

RADIAL TABLE	
RADIAL	BEARING
R1	N41°49'36"W
R2	N01°00'24"E
R3	N43°50'25"E

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N88°59'36"W	29.27'
L2	N88°59'36"W	25.34'
L3	N88°59'36"W	6.72'
L4	N43°59'36"W	28.28'
L5	N46°00'24"E	28.28'

CURVE TABLE				
CURVE	RADIUS	LENGTH	TANGENT	DELTA
C1	50.00'	47.37'	25.63'	054°16'47"
C2	25.00'	18.69'	9.81'	042°50'00"
C3	50.00'	43.47'	23.21'	049°48'34"
C4	50.00'	54.07'	30.02'	061°57'31"
C5	50.00'	231.84'	53.93'	265°40'01"



VICINITY MAP
NO SCALE

ABANDONMENT NOTE

UPON RECORDATION OF THIS MAP, THE FOLLOWING EASEMENT WILL BE ABANDONED WITHIN THE BOUNDARY OF THIS MAP IN ACCORDANCE WITH SECTION 66434(g) OF THE SUBDIVISION MAP ACT:

AN EASEMENT GRANTED TO THE CITY OF BAKERSFIELD FOR TEMPORARY FLOWAGE AND DRAINAGE PURPOSES RECORDED DECEMBER 19, 2017 AS DOC. No. 217174003 O.R.

BASIS OF BEARINGS

THE BEARING OF N88°57'35"W, SHOWN FOR THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 28, T.30S., R.27E. ON KERN COUNTY SURVEYORS FILED MAP NO. 7-1, BK. 6, PG. 26, WAS USED AS THE BASIS OF BEARINGS HEREON.

NOTES

A PENNY BRASS TAG MARKED L.S. 4383 WILL BE SET WITH EPOXY ON TOP OF CURB FOR A WITNESS CORNER ALONG THE PROLONGATION OF THE PROPERTY LINE FROM ALL FRONT LOT CORNERS. A 1/2" DIA. IRON ROD WITH A PLASTIC CAP MARKED L.S. 4383 WILL BE SET AT ALL REAR LOT CORNERS, EXCEPT AT BLOCK WALL LOCATIONS, WHERE A PENNY BRASS TAG MARKED L.S. 4383 WILL BE SET WITH A CONCRETE NAIL IN THE WALL ALONG THE PROLONGATION OF THE PROPERTY LINE.

THE BOLD BORDER INDICATES THE BOUNDARY OF LAND SUBDIVIDED BY THIS MAP.

ALL DISTANCES AND DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.

RECORDER'S STATEMENT:

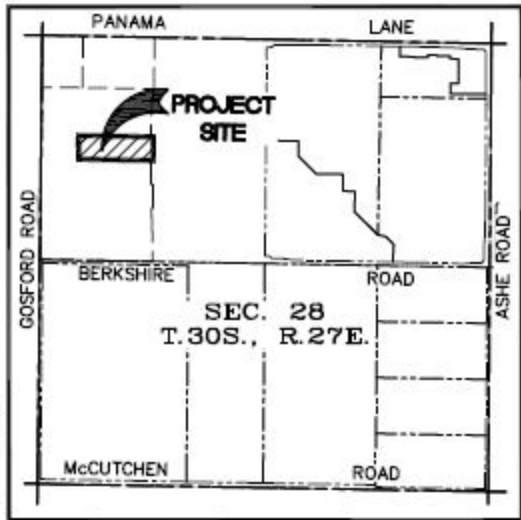
FILED THIS _____ DAY OF _____, 20____, AT _____ .M.,

IN BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF
ROGER A. McINTOSH.

JON LIFQUIST
KERN COUNTY ASSESSOR-RECORDER
BY: _____ (DEPUTY)

11/08/17	UPDATED MAP PER C.O.B. 1ST CHECK	EBT
08/20/18	UPDATED BOUNDARY AND REMOVED 5 LOTS, RENUMBERED	EBT
10/31/18	UPDATED OWNERS AND DEED OF TRUST	EBT
02/13/20	ADDED SIDEWALK EASEMENT INFORMATION	MVW
10/05/20	UPDATED FOR RECORDATION PER GUARANTEE	EBT

DONE BY: EBT
DATE: 02/13/20
JOB NO. 13-099.01
FILE: 1309901FM03A



VICINITY MAP

NO SCALE

ADMINISTRATIVE REPORT

MEETING DATE: 11/4/2020

Consent – Agreements m.

TO: Honorable Mayor and City Council
FROM: Nick Fidler, Public Works Director
DATE: 10/14/2020
WARD: Ward 6
SUBJECT: Final Map, Improvement Agreement, and Landscape Agreement with Reliance Properties, LLC (Developer) for Tract 7305, Phase 2, located southeast corner of Panama Lane and Reliance Drive.

STAFF RECOMMENDATION:

Staff recommends approval of the map and agreements.

BACKGROUND:

Per Bakersfield Municipal Code Chapter 16, "Subdivisions," Tentative Tract Map 7305 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, Reliance Properties, LLC, wishes to record a portion of the tentative tract map (through a final map), the developer must execute an improvement agreement through which the developer agrees to complete the construction of the improvements within one year of the date the agreement is executed. The City Engineer may extend the time to complete the improvements upon request. Certificates of occupancy or final inspections will not be allowed for any building within the bounds of the final map until these required improvements are completed and accepted by the City of Bakersfield and a notice of completion for the improvements is recorded.

The Public Works Department has completed the review of the final map submitted by the developer and is recommending that the Council approve the map. In addition, the improvement agreement outlining the developer's responsibilities for onsite infrastructure improvements, which typically accompanies approval of the final map, is also included and recommended for approval.

The landscape improvement agreement requires the developer to complete the required landscape and irrigation improvements within the time frame and in the manner outlined in the agreement's terms. A landscape agreement is required whenever the developer desires to record their final map before the landscaping improvements are installed.

ATTACHMENTS:

Description	Type
▣ Tract 7305 Phase 2 Improvement Agreement	Agreement
▣ Tract 7305 Phase 2 Landscape Agreement	Agreement
▣ Tract 7305 Phase 2 Final Map	Backup Material
▣ Tract 7305 Phase 2 Vicinity Map	Backup Material

IMPROVEMENT AGREEMENT NO. _____

FOR

Tract 7305 Phase 2

THIS IMPROVEMENT AGREEMENT ("Agreement") is entered into on and effective as of _____ (the "Effective Date"), by and between the **CITY OF BAKERSFIELD**, a municipal corporation ("City") and **Reliance Properties, LLC**, a **California Limited Liability Company** authorized to do business in California ("Developer").

RECITALS

WHEREAS, Developer is developing and subdividing land in the City of Bakersfield, commonly referred to as **Tract 7305 Phase 2** (the "Project"), under the provisions of the Subdivision Map Act (Govt. Code §§ 66410 et seq.) ("Map Act"), and the Subdivision Ordinance of City (Title 16 of the Bakersfield Municipal Code ("BMC")) ("Ordinance");

WHEREAS, City's Planning Commission, an advisory agency, has approved Developer's tentative map subject to certain approved exceptions and conditions; and

WHEREAS, Developer has submitted its final map to City for approval in accordance with the Map Act and the Ordinance and desires to enter into this Agreement with City to complete the required improvement work in the Project within the time and in the manner provided herein.

AGREEMENT

Incorporating herein the above recitals, City and Developer agree as follows:

1. **IMPROVEMENTS TO BE CONSTRUCTED.** Developer will construct in the Project, at its sole cost and expense, those facilities and improvements (herein collectively referred to as "Improvements") required by BMC Sections 16.32.060 or Section 16.32.080, whichever is applicable, required in the resolution adopted by the City Planning Commission on **February 21, 2019**, 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 phase¹ covered by this Agreement (the "Covered Phase") until City records the NOC.

- 5. GUARANTEE AGAINST DEFECTS.** Developer hereby guarantees all features of the Improvements against defective work or labor done, or defective materials furnished, in the performance of this Agreement for a period of one year following recordation of the NOC. Upon City's demand, Developer will correct, repair, or replace promptly all such defective work or labor done, or defective materials furnished, as may be discovered within the one-year guarantee period. The one-year guarantee period on private improvements will begin when the NOC is recorded.

6. IMPROVEMENT SECURITY.

- 6.1. Required Security.** Developer must provide acceptable security (the "Security") as detailed in **Exhibit B**, which is incorporated herein by reference, for the following obligations:

6.1.1. Performance of the obligations of the Agreement by a full and timely completion of the Improvements;

6.1.2. Labor & Materials/Payment to all contractors and subcontractors and to persons renting equipment or furnishing labor or materials for the Improvements, except as provided in BMC Section 16.32.040; and

6.1.3. Warranty/Maintenance against any defective work or labor performed on or defective materials furnished for the Improvements for a period of one year following recordation of the NOC of the Improvements as outlined above.

- 6.2. Acceptable Security.** City Engineer has the sole discretion to determine which of the following forms of Security is acceptable:

6.2.1. A bond or bonds by one or more duly authorized corporate

¹ For tracts that have no phases, the term "Covered Phase" refers to the Project.

sureties that substantially conforms with the form set forth in Government Code Section 66499.1 or any successor statute;

6.2.2. Cash deposited with City; or

6.2.3. An irrevocable letter of credit from one or more responsible financial institutions regulated by state or federal government and pledging that the funds are on deposit and guaranteed for payment on demand by City.

6.3 **Developer's Obligation to Maintain Security.** It is Developer's sole responsibility to maintain the Security as follows:

6.3.1 Developer must provide City with the original Security documentation for all required Security as outlined in **Exhibit B**. Copies of the Security documents provided by Developer are attached to this Agreement as **Exhibit D**.

6.3.2 Developer must ensure that all Security is current and that there is no gap in Security coverage. At least sixty days before any Security required by this Agreement expires or otherwise becomes invalid, Developer must take steps to keep the Security current or provide new Security. Any failure by Developer to comply with these provisions will constitute a material breach of this Agreement, and City may, in addition to all other remedies provided by law or this Agreement, immediately pursue whatever Security is available for completion of all Developer obligations under this Agreement.

6.3.3 Developer must provide City with the appropriate mailing address, phone number, state license number, if applicable, and email address for the contact person associated with each form of Security and identify the local representative and corporate headquarters of the company providing the Security ("Contact Information"). It is Developer's responsibility to ensure that City is provided with updates to any of the Contact Information.

6.4 **Release of Security.** The Security will be released as described in **Exhibit B**.

7. DEFAULT; REMEDIES.

7.1. Default. Developer will be in default of this Agreement if City Engineer, in the exercise of reasonable discretion, determines that any of the following exist:

7.1.1. Developer has failed to properly and fully complete all of the Improvements in accordance with this Agreement within the time, or any extension of time, provided herein;

7.1.2. Developer has failed or neglected to begin the Improvements, or any feature of the Improvements, within a time which will reasonably allow their completion within the time, or any extension of time, provided in this Agreement;

7.1.3. Developer has abandoned any of the work on the Improvements;

7.1.4. Developer, if an individual, has been declared incompetent or placed under the care of a guardian or conservator, or has disappeared;

7.1.5. Developer is subject to a voluntary or involuntary petition in bankruptcy or has been declared bankrupt;

7.1.6. Developer changes the form of its business entity to a form different than the one identified in the introductory paragraph above; or

7.1.7. Developer or owner of the Project transfers ownership of the Project.

7.2. Remedies. If Developer is in default of this Agreement, City may, in its sole discretion, immediately exercise any of the following remedies without prejudice to any other remedy City may have in law or equity:

7.2.1. Demand that any available surety pay for the completion of the Improvements;

7.2.2. Demand that any available surety assume Developer's obligations under this Agreement, in lieu of payment of the secured funds;

- 7.2.3. Provide the necessary supervision, equipment, materials, and labor as it may determine necessary, using any available means, to undertake and complete the Improvements or any part thereof in the manner required by this Agreement at Developer's and its surety's expense, and Developer and its surety, jointly and severally, will be liable to City and must pay City, on demand, any expenses, costs, fees, or other expenditures incurred by City in the course thereof;
- 7.2.4. Combine the payment of secured funds and the completion of Developer's obligations under this Agreement by City forces and/or other entities;
- 7.2.5. Withhold the issuance of building permits or performance of inspections for any lot within the Covered Phase if the Improvements in any current or earlier phase of the tract have not been completed in a timely manner at the time Developer requests building permits or inspections for any lot within the Covered Phase;
- 7.2.6. Withhold the issuance of building permits in subsequent phases until all Improvements in the Covered Phase are completed and approved by City Engineer; and
- 7.2.7. Revert the real property to acreage. By executing this Agreement, Developer warrants that it has authority from each party having record title interest in the Project to act as such party's agent for purposes of the provisions of this subsection and to waive, and, hereby, waives any right to a hearing on such reversion.

Right of Entry. If City elects to exercise its right to the secured funds under this section, Developer hereby grants the right of entry to the Project to City, the surety, and the City's and surety's designated representatives for the purposes of completion of the Improvements or evaluation of any claims on secured funds under this Agreement. It is the responsibility of City, the surety, or the City's or surety's designated representatives to obtain any permission necessary for legal entrance to and/or construction on the Project from the Project's owner should Developer not own or have rights to the Project. It is also the responsibility of the surety to provide adequate insurance and comply with all regulations, permits, and ordinances while on the Project site or before beginning any work within City's

right-of-way.

8. **NO WAIVER OF DEFAULT.** A failure to enforce any provision of this Agreement will not constitute a waiver of the right to enforce the provision at a later time and will not serve to vary the terms of this Agreement.
9. **NO WAIVER BY CITY.** Inspection of the work and/or materials, or approval of the work and/or materials inspected, or a statement by any officer, agent, or employee of City indicating the work or any part thereof complies with the requirements of this Agreement, or acceptance of the whole or any part of the work and/or materials, or payments therefore, or any combination of all of these acts, will not relieve Developer of the obligation to fulfill this Agreement as prescribed; nor will City be thereby estopped from bringing any action for damages arising from Developer's failure to comply with any of the terms and conditions of this Agreement.
10. **INDEMNITY.**
 - 10.1 Developer will indemnify, defend, and hold harmless City and its Council, officers, agents, and employees against any and all liability, claims, actions, causes of action, or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by Developer or Developer's employees, agents, independent contractors, or companies in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by City, except as limited by California Civil Code Section 2782 or caused by City's sole active negligence or willful misconduct.
 - 10.2 Developer, at its own cost, expense, and risk must defend all legal proceedings that may be brought against City or its Council, officers, agents, or employees, on any liability, suit, claim, or demand that Developer has agreed to indemnify them against herein, and must satisfy any resulting judgment that may be rendered against any of them.

- 10.3** Developer's surety providing the Performance Security will not be deemed liable under any of the foregoing provisions of this section, unless the surety undertakes the completion of any of the Improvements or the conduct of work required to be done under this Agreement, and then only to the extent of any act, omission, or neglect of the surety or its engineers, employees, agents, contractors, or subcontractors in the course of the completion of those Improvements or the conduct of that work by the surety.

11. INSURANCE.

- 11.1. Types and Limits of Insurance.** In addition to any other insurance or security required under this Agreement, Developer must procure and maintain, for the duration of this Agreement, the types and limits of insurance below ("Basic Insurance Requirements").

11.1.1. Automobile liability insurance, providing coverage for owned, non-owned, and hired autos on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than \$1,000,000 per occurrence.

11.1.2. Commercial general liability insurance, unless otherwise approved by City's Risk Manager, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than \$1,000,000 per occurrence. The policy must:

11.1.2.1. Provide contractual liability coverage for the terms of this Agreement;

11.1.2.2. Provide unlimited products and completed operations coverage;

11.1.2.3. Provide premises, operations, and mobile equipment coverage; and

11.1.2.4. Contain an additional insured endorsement in favor of City and its mayor, council, officers, agents, employees, and designated volunteers.

11.1.3. Workers' compensation insurance with limits of not less than \$1,000,000 per occurrence. In accordance with the provisions of Labor Code Section 3700, every contractor will be required to secure the payment of compensation to his employees. Pursuant to Labor Code Section 1861, Developer must submit to City the following certification before beginning any work on the Improvements:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

By executing this Agreement, Developer is submitting the certification required above.

The policy must contain a waiver of subrogation in favor of City and its mayor, council, officers, agents, employees, and designated volunteers.

11.2. General Provisions Applying to All Insurance Types.

11.2.1. All policies required of Developer must be written on a first-dollar coverage basis, or contain a deductible provision. Subject to City's advance approval, Developer may utilize a self-insured retention in any or all of the policies provided, but the policy or policies may not contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured or by any means including other insurance or which is intended to defeat the intent or protection of an additional insured.

11.2.2. All policies required of Developer must be primary insurance as to City and its mayor, council, officers, agents, employees, or designated volunteers and any insurance or self-insurance maintained by City and its mayor, council, officers, agents, employees, and designated volunteers must be excess of Developer's insurance and must not contribute with it.

- 11.2.3.** The insurance required above, except for workers' compensation insurance, must be placed with insurers with a Best's rating as approved by City's Risk Manager, but in no event less than A-:VII. Any deductibles, self-insured retentions, or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Best's A-:VII, must be declared prior to execution of this Agreement and approved by City in writing.
- 11.2.4.** The insurance required in this section must be maintained until the Scope of Work is satisfactorily completed as evidenced by City's written acceptance. All policies must provide that there will be continuing liability thereon, notwithstanding any recovery on any policy.
- 11.2.5.** Full compensation for all premiums which the Developer is required to pay to satisfy the Basic Insurance Requirements shall be considered as included in the prices paid for the performance of the scope of Work, and no additional allowance will be made therefor or for additional premiums which may be required by extensions of the policies of insurance.
- 11.2.6.** It is further understood and agreed by Developer that its liability to City will not in any way be limited to or affected by the amount of insurance obtained and carried by Developer in connection with this Agreement.
- 11.2.7.** Unless otherwise approved by City, if any part of the Scope of Work is subcontracted, the Basic Insurance Requirements must be provided by, or on behalf of, all subcontractors even if City has approved lesser insurance requirements for Developer, and all subcontractors must agree in writing to be bound by the provisions of this section.

12. MISCELLANEOUS.

- 12.1. Governing Law.** The laws of the State of California will govern the validity of this Agreement, its interpretation, and its performance. Any litigation arising in any way from this Agreement must be brought in Kern County, California.

12.2. Notices. All notices related to this Agreement must be given in writing, must be personally served or sent by certified or registered mail, and will be effective upon actual personal service or depositing in the United States mail. The parties must be addressed as follows, or at any other address designated by notice:

City: CITY OF BAKERSFIELD
Public Works Department
Attention: Subdivisions
1600 Truxtun Avenue
Bakersfield, California 93301
Telephone: (661) 326-3724

Developer: Reliance Properties, LLC
9100 Ming Avenue, Suite 120
Bakersfield, CA 93311
Telephone: (661) 335-6104
Email: tdee@rgfproperties.us

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. 37-1945380.

Developer is a corporation? Yes ☐ No ☒
(Please check one.)

12.11. Non-Interest. No officer or employee of City may hold any interest in this Agreement (California Government Code Section 1090).

12.12. Further Assurances. Each party will execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

CITY

DEVELOPER

CITY OF BAKERSFIELD

Reliance Properties, LLC

By: _____

KAREN GOH

Mayor

APPROVED as to form:

VIRGINIA GENNARO

City Attorney

By: _____

JOSHUA RUDNICK

Deputy City Attorney

Insurance/Surety: _____

APPROVED as to content:

PUBLIC WORKS DEPARTMENT

By: _____

NICK 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

By: _____

Print Name: Jeff McKee

Title: Manager

By: _____

Print Name: _____

Title: _____

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }

COUNTY OF KERN }

On Oct. 8, 2020 before me, Kathleen Garzelli Notary
Public,

Date

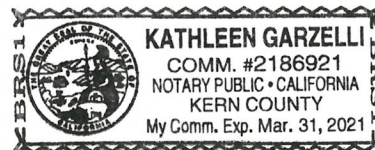
(here insert name and title of the officer)

personally appeared Jeff Meger

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: Kathleen Garzelli (Seal)

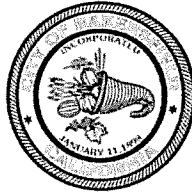
OPTIONAL

Description of Attached Document

Title or Type of Document: _____ Number of Pages: _____

Document Date: _____ Other: _____

EXHIBIT A
Checklist for Notice of Completion



PUBLIC WORKS DEPARTMENT
CITY OF BAKERSFIELD
SUBDIVISIONS

CHECKLIST FOR NOTICE OF COMPLETION

Project No. _____ Phase No. _____

GENERAL INSTRUCTIONS

Submit a copy of this checklist with your Notice of Completion package. Include all items on this checklist with your package. If an item is already on file with the City, please so note. If any item is marked as NA (not applicable), provide a written justification or explanation. Failure to submit this checklist or to address all items on the checklist will result in a delay in filing the Notice of Completion and/or in the release of any securities. Processing of a Notice of Completion cannot proceed until Subdivisions has received direct confirmation from the Construction Division that the punch list items are complete.

OK NA Checklist Item

		City's punch list, completed and signed off by Construction Inspector.
		Monument elevation map provided to the City.
		Record drawings of the required improvements, signed by the Engineer of Record, along with an electronic copy
		Utility composite plan, including street light electrical service points.
		Warranty security as required shall be posted
		"As-graded" plans, signed by the Engineer of Record, along with an electronic copy
		Letter from engineer of record certifying that monuments have been set and that the engineer has been paid for setting the monuments.
		Maintenance letter from Recreation and Parks
		Sump acceptance by the Water Department (if required)
		Geotechnical letter confirming sump construction per Grading Plan and/or Drainage Study (if required)
		Other items required by tract conditions:

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
WHEN REQUIRED	When Developer submits executed Agreement and final map to City for approval	When Developer submits executed Agreement and final map to City for approval	Before City records the NOC of the Improvements
AMOUNT OF SECURITY	100% of the total estimated cost of the Improvements as reflected in the Engineer's Estimate attached hereto as Exhibit C and incorporated herein by reference ("Engineer's Estimate")	50% of the total estimated cost of the Improvements as reflected in the attached Engineer's Estimate	10% of the total estimated cost of the Improvements as reflected in the attached Engineer's Estimate
DATE OF RELEASE/ REDUCTION	<p>Within 30 days after City records a NOC of the Improvements; but, if City discovers that Developer performed defective work or labor or furnished defective materials in completing the Improvements or Developer damages the Improvements after City records the NOC, the Security will be released only after Developer has repaired or replaced the defective or damaged Improvements to City's satisfaction.</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>90 days after City records a NOC of the Improvements unless City receives written notice that an action or stop notice has been filed related to the construction of the Improvements, in which case the Security, at Developer's request, may be reduced to an amount not less than the total of all claims on which an action or stop notice has been filed</p>	18 months after recordation of the NOC of the Improvements

EXHIBIT B

EXHIBIT C
Engineer's Estimate

BOND ESTIMATE - Reduced for Partial Completion

for City of Bakersfield Tracts

Tract 7305 Unit 2

Date: 10/5/120

Job No: 18-045

Prepared By: bsn

Item No.	Item Description	Qty	Unit	Unit \$	Item \$	% Complete	\$ Completed Items
Storm Drain Improvements							
1.	18" Storm Drain (RGJ-RCP)	358	lf	95.00	34,010	90%	30,609
2.	24" Storm Drain (RGJ-RCP)	527	lf	105.00	55,335	90%	49,802
3.	Type A Catch Basins	5	ea	5000.00	25,000	90%	22,500
4.	Manhole	5	ea	4000.00	20,000	90%	18,000
	Sub-Total				134,345	Sub-Total	120,911
Sewer Improvements							
5.	6" Sewer Line	385	lf	50.00	19,250	95%	18,288
6.	8" Sewer Line	1681	lf	55.00	92,455	90%	83,210
7.	4" Laterals	1487	lf	30.00	44,610	90%	40,149
8.	Clean-outs, 6"	3	ea	650.00	1,950	90%	1,755
9.	Standard Manhole, 6' to 8'	7	ea	2600.00	18,200	90%	16,380
10.	Standard Manhole, 9' to 12'	1	ea	3000.00	3,000	90%	2,700
	Sub-Total				179,465	Sub-Total	162,482
Water Improvements							
11.	1" Water Services	80	ea	1100.00	88,000	90%	79,200
12.	8" PVC CL 150 Waterline	1713	lf	35.00	59,955	90%	53,960
13.	12" DIP Waterline	824	lf	60.00	49,440	90%	44,496
14.	8" Gate Valve & Valve Box	4	ea	1560.00	6,240	90%	5,616
15.	12" Gate Valve & Valve Box	2	ea	2610.00	5,220	90%	4,698
16.	6" Fire Hydrant	3	ea	4000.00	12,000	90%	10,800
	Sub-Total				220,855	Sub-Total	198,770
Street Improvements							
17.	A.C. Paving	1,918	tns	75.00	143,850	65%	93,503
18.	Aggregate Base (Class 2)	1,759	cy	70.00	123,130	60%	73,878
19.	Roadway Excavation/Subgrade Preparation	2,750	cy	25.00	68,750	75%	51,563
20.	6" Curb & Gutter	4,349	lf	25.00	108,725	90%	97,853
21.	Sidewalk (4" thick)	19,073	sf	6.00	114,438	90%	102,994
22.	Driveways (6" thick)	3,086	sf	9.00	27,774	90%	24,997
23.	Handicap Ramps (ADA/Title 24/CalTrans)	6	ea	2500.00	15,000	90%	13,500
24.	Street Name Signs	7	ea	300.00	2,100	0%	0
25.	Traffic Control Signs	3	ea	300.00	900	0%	0
26.	Street Lights - COB Standard	7	ea	6000.00	42,000	75%	31,500
27.	Survey Monument & Encasement	6	ea	750.00	4,500	75%	3,375
28.	Striping (limit lines - crosswalk)	128	lf	1.00	128	0%	0
29.	Striping (Pavement Markings)	252	lf	1.00	252	0%	0
30.	Striping (Detail 22 - Double Yellow)	1,235	lf	2.00	2,470	0%	0
31.	Striping (Detail 27A - Edge Lines)	831	lf	0.50	416	0%	0
32.	Striping (Detail 38 - Channelizing Lines)	607	lf	1.00	607	0%	0
	Sub-Total				655,040	Sub-Total	493,163

EXHIBIT C

BOND ESTIMATE - Reduced for Partial Completion
for City of Bakersfield Tracts
Tract 7305 Unit 2

Date: 10/5/120
 Job No: 18-045
 Prepared By: bsn

Item No.	Item Description	Qty	Unit	Unit \$	Item \$	% Complete	\$ Completed Items
----------	------------------	-----	------	---------	---------	------------	--------------------

Miscellaneous

34.	6' Block Wall	1,019	If	130.00	132,470	0%	0
	Sub-Total				132,470	Sub-Total	0

TOTAL IMPROVEMENTS:
 20 % Contingency:
 ENFORCEMENT COST

1,322,175
 264,435
15,000

Total Complete:

975,326

TOTAL IMPROVEMENT BOND:

1,601,610

50% LABOR BOND:

800,805

1. Total Improvements (A1):
 \$1,322,175
 2. 20% Contingency for All Work (A2):
 \$264,435
 3. TOTAL (A1 + A2):
\$1,586,610

4. Work Completed (B):
 \$975,326
 5. Remaining Work (C) = (A1) - (B):
\$346,849

6. 20% Contingency Remaining Work (D):
 \$69,370
 7. Subtotal (E) = (C) + (D):
\$416,219

8. Enforcement Cost (F):
 \$15,000

Surety for Faithful Performance of Remaining Work

Total = (E + F) or (\$0 if NOC Issued):
\$431,219
 Or Minimum 50% of Total:
\$800,805

Surety for Labor and Material Bond (60 Day term from NOC)

50% of Total = 50% (A1 + A2 + F):
\$800,805

Surety for Warranty Bond (365 Day term from NOC)

10% of Total = 10% (A1 + A2 + F):
\$160,161



10-5-20

EXHIBIT C

EXHIBIT D
Security

BANK OF AMERICA - CONFIDENTIAL

PAGE: 1

DATE: OCTOBER 9, 2020

IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER: 68148802

APPLICANT REFERENCE NUMBER: COB 800805

APPLICANT
RELIANCE PROPERTIES, LLC
9100 MING AVENUE
SUITE 120
BAKERSFIELD, CA 93311

BENEFICIARY
CITY OF BAKERSFIELD - PUBLIC WORKS
1501 TRUXTUN AVENUE
BAKERSFIELD, CA 93301

ISSUING BANK
BANK OF AMERICA, N.A.
ONE FLEET WAY
PA6-580-02-30
SCRANTON, PA 18507-1999

AMOUNT
USD 800,805.00
EIGHT HUNDRED THOUSAND EIGHT HUNDRED FIVE AND 00/100'S US DOLLARS

EXPIRATION
OCTOBER 6, 2021 ISSUING BANK COUNTER

PER IMPROVEMENT AGREEMENT:

WE HEREBY ESTABLISH OUR STANDBY LETTER OF CREDIT LC NO. 68148802 IN YOUR FAVOR, FOR THE ACCOUNT OF RELIANCE PROPERTIES, LLC UP TO THE AGGREGATE AMOUNT OF EIGHT HUNDRED THOUSAND, EIGHT HUNDRED FIVE AND 00/100 US DOLLARS (\$800,805.00). AFTER 90 DAYS FROM THE RECORDING OF THE NOTICE OF COMPLETION (NOC) THE AMOUNT OF THIS LETTER OF CREDIT CAN THEN BE REDUCED TO ONE HUNDRED SIXTY THOUSAND ONE HUNDRED SIXTY ONE DOLLARS (\$160,161.00) WHICH IS EQUAL TO 10% FOR THE WARRANTY PERIOD.

THE AMOUNT IS AVAILABLE BY PRESENTATION OF YOUR DRAFT(S) DRAWN ON US, AT SIGHT AND DULY ENDORSED, ACCOMPANIED BY THE FOLLOWING:

- 1) THIS ORIGINAL LETTER OF CREDIT AND ANY AMENDMENTS.
- 2) A DATED AFFIDAVIT SIGNED BY AN AUTHORIZED SIGNATORY OF THE CITY OF BAKERSFIELD, CERTIFYING THAT "RELIANCE PROPERTIES, LLC, IS IN DEFAULT RELATING TO TRACT/PARCEL MAP 7305 UNIT 2 AND THE AMOUNT OF DRAWING IS DUE AND PAYABLE."

OTHER CONDITIONS:

WE ARE ADVISED BY THE APPLICANT THAT THE CITY MAY PRESENT DRAWS TO PAY FOR LABOR AND MATERIALS.

PARTIAL DRAWING ARE ALLOWED.

ALL DRAFT(S) DRAWN MUST BEAR THE CLAUSE, "DRAWN UNDER BANK OF AMERICA, LETTER OF CREDIT NUMBER LC NO. 68148802, DATED OCTOBER 9,

ORIGINAL

EXHIBIT D

THIS IS AN INTEGRAL PART OF LETTER OF CREDIT NUMBER: 68148802

2020."

THIS LETTER OF CREDIT MAY BE REDUCED UPON A WRITTEN REQUEST FROM THE BENEFICIARY STATING: "THE FACE AMOUNT OF LETTER OF CREDIT NO 68148802 SHOULD BE REDUCED BY USD _____ TO A NEW AMOUNT OF USD _____."

IF APPROVED IN WRITING BY THE CITY OF BAKERSFIELD, THE FACE AMOUNT OF THIS LETTER OF CREDIT, EXCEPT WHERE NECESSARY FOR CITY TO CURE APPLICANT'S DEFAULT AS OUTLINED ABOVE, UNTIL AFTER THE STATUTORY LIEN PERIOD FOR MAKING LABOR AND MATERIAL CLAIMS HAS EXPIRED.

ALL BANKING CHARGES ARE FOR THE ACCOUNT OF THE APPLICANT.

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT IS DEEMED TO BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR PERIOD(S) OF ONE YEAR EACH FROM THE CURRENT EXPIRY DATE HEREOF, OR ANY FUTURE EXPIRATION DATE, UNLESS AT LEAST NINETY (90) DAYS PRIOR TO ANY EXPIRATION DATE, WE NOTIFY YOU BY REGISTERED MAIL OR OVERNIGHT COURIER AT THE ABOVE LISTED ADDRESS THAT WE ELECT NOT TO CONSIDER THIS LETTER OF CREDIT EXTENDED FOR ANY SUCH ADDITIONAL PERIOD.

ANY SUCH NOTICE SHALL BE EFFECTIVE WHEN SENT BY US AND UPON SUCH NOTICE TO YOU, YOU MAY DRAW AT ANY TIME PRIOR TO THE THEN CURRENT EXPIRATION DATE, UP TO THE FULL AMOUNT THEN AVAILABLE HEREUNDER, AGAINST YOUR DRAFT(S) DRAWN ON US AT SIGHT AND THE ORIGINAL OF THIS LETTER OF CREDIT AND ALL AMENDMENTS THERETO, ACCOMPANIED BY YOUR STATEMENT, SIGNED BY AN AUTHORIZED SIGNATORY, ON YOUR LETTERHEAD STATING THAT YOU ARE IN RECEIPT OF BANK OF AMERICA, N.A.'S NOTICE OF NONEXTENSION UNDER LETTER OF CREDIT NO. 68148802 AND THE APPLICANT'S OBLIGATION TO YOU REMAINS.

WE HEREBY ENGAGE WITH YOU THAT PRESENTATION OF SUCH DRAFT(S) AND DOCUMENT(S) MAY BE MADE AT OUR OFFICE LOCATED AT BANK OF AMERICA, N.A., ONE FLEET WAY, MC: PA6-580-02-30, SCRANTON, PA 18507-1999, BY OVERNIGHT COURIER, OR BY TELECOPY TO FACSIMILE NO. 800-755-8743, CONFIRMED BY TELEPHONE TO 1-800-370-7519. RECEIPT OF SUCH TELEPHONE NOTICE SHALL NOT BE A CONDITION TO PRESENTATION HEREUNDER. IF PRESENTED BY FAX, DOCUMENTS ARE NOT REQUIRED TO BE SENT BY COURIER.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, THIS LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES 1998, INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 590.

IF YOU REQUIRE ANY ASSISTANCE OR HAVE ANY QUESTIONS REGARDING THIS TRANSACTION, PLEASE CALL 800-370-7519 .



AUTHORIZED SIGNATURE

EXHIBIT D

ORIGINAL

EXHIBIT E
Insurance



RELIPRO-03

JANEGARRETSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/12/2020

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 NFP Property & Casualty Services, Inc. 1551 North Tustin Avenue Suite 500 Santa Ana, CA 92705	CONTACT NAME: Jane Garretson	
	PHONE (A/C, No, Ext): (714) 617-2333	FAX (A/C, No):
	E-MAIL ADDRESS: jane.garretson@nfp.com	
INSURED Reliance Properties, LLC 9100 Ming Ave, Suite # 120 Bakersfield, CA 93311	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Scottsdale Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	
	NAIC # 41297	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER: 2

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		BCS0038340	11/21/2019	11/21/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <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						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			XLS0112304	11/21/2019	11/21/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N 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 \$

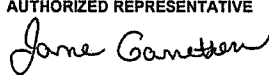
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Project: Tract 7305 - Phase 2

As per written contract, The City of Bakersfield, its mayor, council, officers, agents, employees and volunteers is included as an additional insured as respects General Liability per endorsement #CG20100413 attached. Primary and Non-Contributory wording applies as respects General Liability per endorsement #CG20010413 attached.

30 Day Notice of Cancellation applies per endorsement # UTS-410g 2-11 attached

CERTIFICATE HOLDER

CANCELLATION

City of Bakersfield c/o Office of Risk Management 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 
	EXHIBIT E



AGENCY CUSTOMER ID: RELIPRO-03

JANEGARRETSON

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY NFP Property & Casualty Services, Inc.		NAMED INSURED Reliance Properties, LLC 9100 Ming Ave, Suite # 120 Bakersfield, CA 93311	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

NFP Disclaimer

The attached Certificate of Insurance is provided as part of our service to our client, the insured. If special endorsements have been provided, they also are indicated attached. You may find that these documents do not comply with all the terms and conditions of the underlying contract between the Certificate Holder and the insured due to the Insurance Company's insuring conditions, limitations, exclusions and other terms. If you have any questions, please contact the undersigned.

NFP Property & Casualty Services Inc.
CA License 0F15715
1551 N. Tustin Ave., Suite 500
Santa Ana, CA 92705

Telephone: 714-505-5550
Fax: 714-975-8966

EXHIBIT E



BAKERSFIELD

THE SOUND OF *Something Better*

Workers' Compensation Coverage Exemption Declaration

The undersigned (hereinafter referred to as "I" or "Me") hereby declares that the following is true and correct:

I am an individual or a company that has entered, or will be entering, into an agreement with the City of Bakersfield to provide goods or services.

I am familiar with the terms of said agreement which require Me to maintain workers' compensation coverage as required by California Law.

I am familiar with the workers' compensation laws of California (generally contained in section 3700 of the Labor Code), including those provisions which provide for specific exemptions from the requirement that all employers must carry workers' compensation insurance, and I am exempted under the law from the requirement to maintain workers' compensation insurance coverage.

In addition, during the term of any work for the City of Bakersfield under said agreement, (i) I will not employ any person in any manner so as to become subject to the workers' compensation laws of California, or (ii) should I become subject to the worker's compensation provision of Section 3700 of the Labor Code for any reason, I shall forthwith comply with those provisions and send evidence of compliance to the City of Bakersfield.

Date: 10-12-2020

Name: Tom Dee

(Print or type)

Name: _____

(Signature)

Company Name (if any): Reliance Properties, LLC

Title: Vice President

Telephone: 661-335-6104

Warning: In California, failure to secure workers' compensation coverage is unlawful and shall subject an employer to criminal penalties and civil fines up to one hundred thousand dollars (\$100,000). In addition to the cost of compensation, damages may be assessed as provided for in Section 3706 of the Labor Code, including, but not necessarily limited to, interest and attorney's fees.

RELIANCE PROPERTIES, LLC

October 12, 2020

City of Bakersfield
Risk Management Division

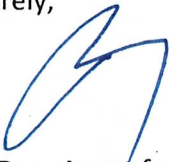
Re: Insurance Requirement -Auto

Please be advised that Reliance Properties, LLC, does not own any vehicles and does not have a need for auto liability insurance at the time and will not furnish it in regards to this project.

If you have any questions, please contact Kathleen Garzelli at (661) 335-6103 or by email at kgarzelli@rgfproperties.us.

We look forward to working with you and value your partnership with us.

Sincerely,

A handwritten signature in blue ink, appearing to be 'Tom Dee', with a stylized, looped design.

Tom Dee, Agent for
Reliance Properties, LLC

EXHIBIT E



BAKERSFIELD

THE SOUND OF *Something Better*

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(Print or type)

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(Signature)

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Title: Vice President

Telephone: 661-335-6104

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RELIANCE PROPERTIES, LLC

October 12, 2020

City of Bakersfield
Risk Management Division

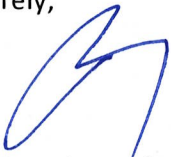
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We look forward to working with you and value your partnership with us.

Sincerely,

A handwritten signature in blue ink, appearing to be 'Tom Dee', with a stylized, looped design.

Tom Dee, Agent for
Reliance Properties, LLC

EXHIBIT E

LANDSCAPE IMPROVEMENT AGREEMENT NO. _____

FOR

Tract 7305 Phase 2

This **LANDSCAPE IMPROVEMENT AGREEMENT** ("Agreement") is made and entered into on _____ ("Effective Date") by and between the **CITY OF BAKERSFIELD**, a municipal corporation ("City") and **Reliance Properties, LLC**, a **California Limited Liability Company**, authorized to do business in California ("Developer").

RECITALS

WHEREAS, Developer is developing and subdividing land in the City of Bakersfield, commonly referred to as **Tract 7305 Phase 2** (the "Project"), under the provisions of the Subdivision Map Act (Govt. Code §§ 66410 et seq.) ("Map Act"), and City's Subdivision Ordinance (Title 16 of the Bakersfield Municipal Code ("BMC")) ("Ordinance");

WHEREAS, City's Planning Commission, an advisory agency, has approved Developer's tentative map subject to certain approved exceptions and conditions;

WHEREAS, Developer has submitted its final map to City for approval in accordance with the Map Act and the Ordinance;

WHEREAS, Developer desires to file a final map for the Project before installing the landscape and irrigation improvements required as a condition of City's approval of the Project;

WHEREAS, Developer desires to enter into an agreement with CITY to complete the required landscape and irrigation improvements within the time and in the manner provided herein; and

WHEREAS, City requires Developer to execute this Agreement as a prerequisite for approving Developer's final map.

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 **February 21, 2019**, and/or required in a resolution extending the expiration of the tentative map, if applicable (the "Improvements"). The Planning Commission's resolution and the resolution extending the expiration of the tentative map, if applicable, are on file in the City Planning Department and incorporated in this Agreement as though fully set forth herein. Developer must complete the Improvements in a good workmanlike manner in accordance with accepted construction practices and pay, when due, all costs, expenses, fees, and charges required by completion of the Improvements.
2. **MANNER OF CONSTRUCTION.** Developer must install and construct the Improvements in accordance with all of the following:
 - 2.1. Title 16 of the Bakersfield Municipal Code;
 - 2.2. The California Subdivision Map Act (California Government Code Section 66410, et seq.);
 - 2.3. Approved plans and specifications;
 - 2.4. Adopted City standards; and
 - 2.5. Good engineering practices and workmanlike manner.
3. **TIME FOR COMPLETION.** Developer must complete all Improvements in full in accordance with the terms of this Agreement to City's satisfaction within one year from the Effective Date or any extension thereof.
4. **MAINTENANCE AND GUARANTEE PERIOD.** Developer must maintain the Improvements and hereby guarantees all features of the Improvements for a minimum of 365 days following City's issuance of the Developer/Contractor Maintenance Letter ("Maintenance and Guarantee Period") against defective work or labor done, or defective material furnished, in the performance of this Agreement. Upon City's demand, Developer will correct, repair, or replace promptly all such defective work or labor done, or defective materials furnished, as may be discovered within the Maintenance and Guarantee Period.

The Maintenance and Guarantee Period will end when City issues the Recreation and Parks Acceptance Letter. City will record a notice of completion ("NOC") of the Improvements once the Recreation and Parks Acceptance Letter is issued and City has in its possession all of the items identified on **Exhibit A**, which is incorporated herein by reference.

5. IMPROVEMENT SECURITY.

5.1. Required Security. Developer must provide acceptable security (the "Security") as detailed in **Exhibit B**, which is incorporated herein by reference, for the following obligations:

5.1.1. Performance of the obligations of the Agreement by a full and timely completion of the Improvements;

5.1.2. Labor & Materials/Payment to all contractors and subcontractors and to persons renting equipment or furnishing labor or materials for the Improvements, except as provided in BMC Section 16.32.040; and

5.2. Acceptable Security. City Engineer has the sole discretion to determine which of the following forms of Security is acceptable:

5.2.1. A bond or bonds by one or more duly authorized corporate sureties that substantially conforms with the form set forth in Government Code Section 66499.1 or any successor statute;

5.2.2. Cash deposited with City; or

5.2.3. An irrevocable letter of credit from one or more responsible financial institutions regulated by state or federal government and pledging that the funds are on deposit and guaranteed for payment on demand by City.

5.3. Developer's Obligation to Maintain Security. It is Developer's sole responsibility to maintain the Security as follows:

5.3.1. Developer must provide City with the original Security documentation for all required Security as outlined in **Exhibit B**. Copies of the Security provided by Developer is attached to this Agreement as **Exhibit D**.

5.3.2. Developer must ensure that all Security is current and that there is no gap in Security coverage. At least sixty days before any Security required by this Agreement expires or otherwise becomes invalid, Developer must take steps to keep the Security current or provide new Security. Any failure by Developer to comply with these provisions will constitute a material breach of this Agreement, and City may, in addition to all other remedies provided by law or this Agreement, immediately pursue whatever Security is available for completion of all Developer obligations under this Agreement.

5.3.3. Developer must provide City with the appropriate mailing address, phone number, state license number, if applicable, and email address for the contact person associated with each form of Security and identify the local representative and corporate headquarters of the company providing the Security ("Contact Information"). It is Developer's responsibility to ensure that City is provided with updates to any of the Contact Information.

5.4. Release of Security. The Security will be released as described in **Exhibit B.**

6. DEFAULT; REMEDIES.

6.1. Default. Developer will be in default of this Agreement if City Engineer, in the exercise of reasonable discretion, determines that any of the following exist:

6.1.1. Developer has failed to properly and fully complete all of the Improvements in accordance with this Agreement within the time, or any extension of time, provided herein;

6.1.2. Developer has failed or neglected to begin the Improvements, or any feature of the Improvements, within a time which will reasonably allow their completion within the time, or any extension of time, provided in this Agreement;

6.1.3. Developer has abandoned any of the work on the Improvements;

- 6.1.4. Developer, if an individual, has been declared incompetent or placed under the care of a guardian or conservator, or has disappeared;
 - 6.1.5. Developer is subject to a voluntary or involuntary petition in bankruptcy or has been declared bankrupt;
 - 6.1.6. Developer changes the form of its business entity to a form different than the one identified in the introductory paragraph above; or
 - 6.1.7. Developer or owner of the Project transfers ownership of the Project.
- 6.2. **Remedies.** If Developer is in default of this Agreement, City may, in its sole discretion, immediately exercise any of the following remedies without prejudice to any other remedy City may have in law or equity:
- 6.2.1. Demand that any available surety pay for the completion of the Improvements;
 - 6.2.2. Demand that any available surety assume Developer's obligations under this Agreement, in lieu of payment of the secured funds;
 - 6.2.3. Provide the necessary supervision, equipment, materials, and labor as it may determine necessary, using any available means, to undertake and complete the Improvements or any part thereof in the manner required by this Agreement at Developer's and its surety's expense, and Developer and its surety, jointly and severally, will be liable to City and must pay City, on demand, any expenses, costs, fees, or other expenditures incurred by City in the course thereof;
 - 6.2.4. Combine the payment of secured funds and the completion of Developer's obligations under this Agreement by City forces and/or other entities;
 - 6.2.5. Withhold the issuance of building permits or performance of inspections for any lot within the Project if the Improvements in any current or earlier phase of the tract have not been completed in a timely manner at the time Developer requests

building permits or inspections for any lot within the Project;

- 6.2.6. Withhold the issuance of building permits in subsequent phases of the tract map until all Improvements in the Project are completed and approved by City Engineer; and
- 6.2.7. Revert the real property to acreage. By executing this Agreement, Developer warrants that it has authority from each party having record title interest in the Project to act as such party's agent for purposes of the provisions of this subsection and to waive, and, hereby, waives any right to a hearing on such reversion.

Right of Entry. If City elects to exercise its right to the secured funds under this section, Developer hereby grants the right of entry to the Project to City, the surety, and the City's and surety's designated representatives for the purposes of completion of the Improvements or evaluation of any claims on secured funds under this Agreement. It is the responsibility of City, the surety, or the City's or surety's designated representatives to obtain any permission necessary for legal entrance to and/or construction on the Project from the Project's owner should Developer not own or have rights to the Project. It is also the responsibility of the surety to provide adequate insurance and comply with all regulations, permits, and ordinances while on the Project site or before beginning any work within City's right-of-way.

- 7. **NO WAIVER OF DEFAULT.** A failure to enforce any provision of this Agreement will not constitute a waiver of the right to enforce the provision at a later time and will not serve to vary the terms of this Agreement.
- 8. **NO WAIVER BY CITY.** Inspection of the work and/or materials, or approval of the work and/or materials inspected, or a statement by any officer, agent, or employee of City indicating the work or any part thereof complies with the requirements of this Agreement, or acceptance of the whole or any part of the work and/or materials, or payments therefore, or any combination of all of these acts, will not relieve Developer of the obligation to fulfill this Agreement as prescribed; nor will City be thereby estopped from bringing any action for damages arising from Developer's failure to comply with any of the terms and conditions of this Agreement.

9. INDEMNITY.

- 9.1.** Developer will indemnify, defend, and hold harmless City and its Council, officers, agents, and employees against any and all liability, claims, actions, causes of action, or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by Developer or Developer's employees, agents, independent contractors, or companies in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by City, except as limited by California Civil Code Section 2782 or caused by City's sole active negligence or willful misconduct.
- 9.2.** Developer, at its own cost, expense, and risk must defend all legal proceedings that may be brought against City or its Council, officers, agents, or employees, on any liability, suit, claim, or demand that Developer has agreed to indemnify them against herein, and must satisfy any resulting judgment that may be rendered against any of them.
- 9.3.** Developer's surety providing the performance Security will not be deemed liable under any of the foregoing provisions of this section, unless the surety undertakes the completion of any of the Improvements or the conduct of work required to be done under this Agreement, and then only to the extent of any act, omission, or neglect of the surety or its engineers, employees, agents, contractors, or subcontractors in the course of the completion of those Improvements or the conduct of that work by the surety.

10. INSURANCE.

- 10.1. Types and Limits of Insurance.** In addition to any other insurance or Security required under this Agreement, Developer must procure and maintain, for the duration of this Agreement, the types and limits of insurance below ("Basic Insurance Requirements").
- 10.1.1. Automobile liability insurance,** providing coverage for owned, non-owned, and hired autos on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than \$1,000,000 per occurrence.

10.1.2. Commercial general liability insurance, unless otherwise approved by City's Risk Manager, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than \$1,000,000 per occurrence. The policy must:

10.1.2.1. Provide contractual liability coverage for the terms of this Agreement;

10.1.2.2. Provide unlimited products and completed operations coverage;

10.1.2.3. Provide premises, operations, and mobile equipment coverage; and

10.1.2.4. Contain an additional insured endorsement in favor of City and its mayor, council, officers, agents, employees, and designated volunteers.

10.1.3. Workers' compensation insurance with limits of not less than \$1,000,000 per occurrence. In accordance with the provisions of Labor Code Section 3700, every contractor will be required to secure the payment of compensation to his employees. Pursuant to Labor Code Section 1861, Developer must submit to City the following certification before beginning any work on the Improvements:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

By executing this Agreement, Developer is submitting the certification required above.

The policy must contain a waiver of subrogation in favor of City and its mayor, council, officers, agents, employees, and designated volunteers.

10.2. General Provisions Applying to All Insurance Types.

- 10.2.1.** All policies required of Developer must be written on a first-dollar coverage basis, or contain a deductible provision. Subject to advance approval by City, Developer may utilize a self-insured retention in any or all of the policies provided, but the policy or policies may not contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured or by any means including other insurance or which is intended to defeat the intent or protection of an additional insured.
- 10.2.2.** All policies required of Developer must be primary insurance as to City and its mayor, council, officers, agents, employees, or designated volunteers and any insurance or self-insurance maintained by City and its mayor, council, officers, agents, employees, and designated volunteers must be excess of Developer's insurance and must not contribute with it.
- 10.2.3.** The insurance required above, except for workers' compensation insurance, must be placed with insurers with a Best's rating as approved by City's Risk Manager, but in no event less than A-:VII. Any deductibles, self-insured retentions, or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Best's A-:VII, must be declared prior to execution of this Agreement and approved by City in writing.
- 10.2.4.** Unless otherwise approved by City's Risk Manager, all insurance policies must contain an endorsement providing City with a thirty-day written notice of cancellation or material change in policy language or terms. All policies must provide that there will be continuing liability thereon, notwithstanding any recovery on any policy.
- 10.2.5.** The insurance required in this section must be maintained until the Performance Security is released.

- 10.2.6.** Developer must furnish City Risk Manager with a certificate of insurance and required endorsements evidencing the insurance required and identifying the tract number and phase of the Project, when Developer submits the executed Agreement and final map to City for approval.
- 10.2.7.** It is further understood and agreed by Developer that its liability to City will not in any way be limited to or affected by the amount of insurance obtained and carried by Developer in connection with this Agreement.
- 10.2.8.** Unless otherwise approved by City, if any part of the work under this Agreement is subcontracted, the Basic Insurance Requirements must be provided by, or on behalf of, all subcontractors even if City has approved lesser insurance requirements for Developer, and all subcontractors must agree in writing to be bound by the provisions of this section.

11. MISCELLANEOUS.

- 11.1. Governing Law.** The laws of the State of California will govern the validity of this Agreement, its interpretation, and its performance. Any litigation arising in any way from this Agreement must be brought in Kern County, California.
- 11.2. Notices.** All notices related to this Agreement must be given in writing, must be personally served or sent by certified or registered mail, and will be effective upon actual personal service or depositing in the United States mail. The parties must be addressed as follows, or at any other address designated by notice:

City: CITY OF BAKERSFIELD
Public Works Department
Attention: Subdivisions
1600 Truxtun Avenue
Bakersfield, California 93301
Telephone: (661) 326-3724

Developer: Reliance Properties, LLC
9100 Ming Avenue, Suite 120
Bakersfield, CA 93311
Telephone: (661) 335-6104
Email: tdee@rgfproperties.us

Surety:

Attn: _____

Telephone: _____

Email: _____

License No.: _____

Local Contact: _____

Local Telephone: _____

- 11.3. Assignment.** Neither this Agreement nor any rights, interests, duties, liabilities, obligations, or responsibilities arising out of, concerning, or related in any way to this Agreement (including, but not limited to, accounts, actions, causes of action, claims, damages, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive damages, or declaratory, equitable or injunctive relief, whether based on contract, equity, tort, or other theories of recovery provided for by the common or statutory law) may be assigned or transferred by any party. Any such assignment is prohibited and will be unenforceable and otherwise null and void without the need for further action by the non-assigning party or parties.
- 11.4. Binding Effect.** The rights and obligations of this Agreement will inure to the benefit of, and be binding upon, the parties to the Agreement and their heirs, administrators, executors, personal representatives, successors, and assigns.
- 11.5. Merger and Modification.** All prior agreements between the parties are incorporated in this Agreement, which constitutes the entire agreement of the parties. Its terms are intended by the parties as a final expression and complete and exclusive statement of their agreement with respect to the terms that are included herein and may not be contradicted by extrinsic evidence of any prior agreement or contemporaneous oral agreement in any judicial or arbitration proceeding involving this Agreement. This Agreement may be modified only in a writing approved by the City Council and signed by all the parties.
- 11.6. Corporate Authority.** Each individual signing this Agreement on behalf of entities represents and warrants that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

11.7. Independent Contractor. This Agreement calls for the performance of Developer's services as an independent contractor. Developer will not be considered an employee of City for any purpose and is not entitled to any of the benefits provided by City to its employees. This Agreement must not be construed as forming a partnership or any other association with Developer other than that of an independent contractor.

11.8. Agreement Mutually Drafted. This Agreement is the product of negotiation, and all parties are equally responsible for its authorship. California Civil Code Section 1654 does not apply to the interpretation of this Agreement.

11.9. Exhibits. If there is a conflict between the terms, conditions, or specifications set forth in this Agreement and those in exhibits attached hereto, the terms, conditions, or specifications set forth in this Agreement will prevail. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached.

11.10. Tax Numbers.

Developer's Federal Tax Identification No. 37-1945380.
Developer is a corporation? Yes ☐ No ☒
(Please check one.)

11.11. Non-Interest. No officer or employee of City may hold any interest in this Agreement (California Government Code Section 1090).

11.12. Further Assurances. Each party will execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

CITY

DEVELOPER

CITY OF BAKERSFIELD

Reliance Properties, LLC

By: _____

KAREN GOH
Mayor

By: _____

Print Name: JEFF MCKEEGAN

Title: MANAGER

APPROVED as to form:

VIRGINIA GENNARO
City Attorney

By: _____

Print Name: _____

Title: _____

By: _____

JOSHUA RUDNICK
Deputy City Attorney

Insurance/Surety: _____

APPROVED as to content:

PUBLIC WORKS DEPARTMENT

By: _____

NICK 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 ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }

COUNTY OF KERN }

On Oct. 8, 2020 before me, Kathleen Garzelli Notary
Public,

Date

(here insert name and title of the officer)

personally appeared Jeff Meger

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: Kathleen Garzelli (Seal)

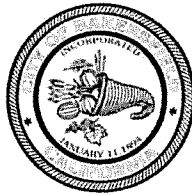
OPTIONAL

Description of Attached Document

Title or Type of Document: _____ Number of Pages: _____

Document Date: _____ Other: _____

EXHIBIT A
Checklist for Notice of Completion



PUBLIC WORKS DEPARTMENT
CITY OF BAKERSFIELD
SUBDIVISIONS

CHECKLIST FOR NOTICE OF COMPLETION
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
WHEN REQUIRED	When Developer submits executed Agreement and final map to City for approval	When Developer submits executed Agreement and final map to City for approval
AMOUNT OF SECURITY	100% of the total estimated cost of the Improvements as reflected in the Engineer's Estimate attached hereto as Exhibit C and incorporated herein by reference ("Engineer's Estimate")	50% of the total estimated cost of the Improvements as reflected in the attached Engineer's Estimate
DATE OF RELEASE/ REDUCTION	<p>Within 30 days after City serves Developer with the Developer/Contractor Acceptance Letter; but, if City discovers that Developer performed defective work or labor or furnished defective materials in completing or maintaining the Improvements, the Security will be released only after Developer has repaired or replaced the defective or damaged Improvements to City's satisfaction.</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>90 days after City records a NOC of the Improvements unless City receives written notice that an action or stop notice has been filed related to the construction of the Improvements, in which case the Security, at Developer's request, may be reduced to an amount not less than the total of all claims on which an action or stop notice has been filed</p>

EXHIBIT B

EXHIBIT C
Engineer's Estimate

**BOND ESTIMATE
for City of Bakersfield Tract 7305 - Phase 2**

Date: 9/25/2020
Job No: 18045.00
Prepared By: MJT

Item No.	Item Description	Qty	Unit	Unit \$	Item \$
Landscape - Panama Lane					
1.	R/W Landscaping, Standard	7613	sf	5.00	38,065
				Sub-Total	38,065
	TOTAL IMPROVEMENTS:				38,065
	20 % Contingency:				7,613
	ENFORCEMENT COST				5,710
	TOTAL IMPROVEMENT BOND:				51,388
	50% LABOR BOND:				25,694



EXHIBIT C

EXHIBIT D
Security

BANK OF AMERICA - CONFIDENTIAL

PAGE: 1

DATE: OCTOBER 9, 2020

IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER: 68148803

APPLICANT REFERENCE NUMBER: COB 51388

APPLICANT
RELIANCE PROPERTIES, LLC
9100 MING AVENUE
SUITE 120
BAKERSFIELD, CA 93311

BENEFICIARY
CITY OF BAKERSFIELD - PUBLIC WORKS
1501 TRUXTUN AVENUE
BAKERSFIELD, CA 93301

ISSUING BANK
BANK OF AMERICA, N.A.
ONE FLEET WAY
PA6-580-02-30
SCRANTON, PA 18507-1999

AMOUNT
USD 51,388.00
FIFTY ONE THOUSAND THREE HUNDRED EIGHTY EIGHT AND 00/100'S US DOLLARS

EXPIRATION
OCTOBER 6, 2021 ISSUING BANK COUNTER

PER LANDSCAPE AGREEMENT:

WE HEREBY ESTABLISH OUR STANDBY LETTER OF CREDIT LC NO. 68148803 IN YOUR FAVOR, FOR THE ACCOUNT OF RELIANCE PROPERTIES, LLC UP TO THE AGGREGATE AMOUNT OF FIFTY ONE THOUSAND, THREE HUNDRED EIGHTY EIGHT AND 00/100 US DOLLARS (\$51,388.00). AFTER 90 DAYS FROM THE RECORDING OF THE NOTICE OF COMPLETION (NOC) THE AMOUNT OF THIS LETTER OF CREDIT CAN THEN BE REDUCED TO TWENTY FIVE THOUSAND SIX HUNDRED NINETY FOUR DOLLARS (\$25,694.00) WHICH IS EQUAL TO 50% FOR THE LABOR AND MATERIALS.

THE AMOUNT IS AVAILABLE BY PRESENTATION OF YOUR DRAFT(S) DRAWN ON US, AT SIGHT AND DULY ENDORSED, ACCOMPANIED BY THE FOLLOWING:

- 1) THIS ORIGINAL LETTER OF CREDIT AND ANY AMENDMENTS.
- 2) A DATED AFFIDAVIT SIGNED BY AN AUTHORIZED SIGNATORY OF THE CITY OF BAKERSFIELD, CERTIFYING THAT "RELIANCE PROPERTIES, LLC, IS IN DEFAULT RELATING TO TRACT/PARCEL MAP 7305 PHASE 2 AND THE AMOUNT OF DRAWING IS DUE AND PAYABLE."

OTHER CONDITIONS:

WE ARE ADVISED BY THE APPLICANT THAT THE CITY MAY PRESENT DRAWS TO PAY FOR LABOR AND MATERIALS.

PARTIAL DRAWING ARE ALLOWED.

ALL DRAFT(S) DRAWN MUST BEAR THE CLAUSE, "DRAWN UNDER BANK OF AMERICA, LETTER OF CREDIT NUMBER LC NO. 68148803, DATED OCTOBER 09,

ORIGINAL

EXHIBIT D

THIS IS AN INTEGRAL PART OF LETTER OF CREDIT NUMBER: 68148803

2020."

THIS LETTER OF CREDIT MAY BE REDUCED UPON A WRITTEN REQUEST FROM THE BENEFICIARY STATING: "THE FACE AMOUNT OF LETTER OF CREDIT NO 68148803 SHOULD BE REDUCED BY USD _____ TO A NEW AMOUNT OF USD _____". IF APPROVED IN WRITING BY THE CITY OF BAKERSFIELD, THE FACE AMOUNT OF THIS LETTER OF CREDIT EXCEPT WHERE NECESSARY FOR CITY TO CURE APPLICANT'S DEFAULT AS OUTLINED ABOVE, UNTIL AFTER THE STATUTORY LIEN PERIOD FOR MAKING LABOR AND MATERIAL CLAIMS HAS EXPIRED.

ALL BANKING CHARGES ARE FOR THE ACCOUNT OF THE APPLICANT.

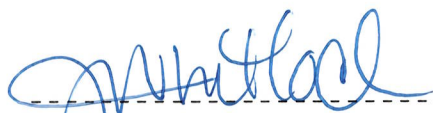
IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT IS DEEMED TO BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR PERIOD(S) OF ONE YEAR EACH FROM THE CURRENT EXPIRY DATE HEREOF, OR ANY FUTURE EXPIRATION DATE, UNLESS AT LEAST NINETY (90) DAYS PRIOR TO ANY EXPIRATION DATE, WE NOTIFY YOU BY REGISTERED MAIL OR OVERNIGHT COURIER AT THE ABOVE LISTED ADDRESS THAT WE ELECT NOT TO CONSIDER THIS LETTER OF CREDIT EXTENDED FOR ANY SUCH ADDITIONAL PERIOD.

ANY SUCH NOTICE SHALL BE EFFECTIVE WHEN SENT BY US AND UPON SUCH NOTICE TO YOU, YOU MAY DRAW AT ANY TIME PRIOR TO THE THEN CURRENT EXPIRATION DATE, UP TO THE FULL AMOUNT THEN AVAILABLE HEREUNDER, AGAINST YOUR DRAFT(S) DRAWN ON US AT SIGHT AND THE ORIGINAL OF THIS LETTER OF CREDIT AND ALL AMENDMENTS THERETO, ACCOMPANIED BY YOUR STATEMENT, SIGNED BY AN AUTHORIZED SIGNATORY, ON YOUR LETTERHEAD STATING THAT YOU ARE IN RECEIPT OF BANK OF AMERICA, N.A.'S NOTICE OF NONEXTENSION UNDER LETTER OF CREDIT NO. 68148803 AND THE APPLICANT'S OBLIGATION TO YOU REMAINS.

WE HEREBY ENGAGE WITH YOU THAT PRESENTATION OF SUCH DRAFT(S) AND DOCUMENT(S) MAY BE MADE AT OUR OFFICE LOCATED AT BANK OF AMERICA, N.A., ONE FLEET WAY, MC: PA6-580-02-30, SCRANTON, PA 18507-1999, BY OVERNIGHT COURIER, OR BY TELECOPY TO FACSIMILE NO. 800-755-8743, CONFIRMED BY TELEPHONE TO 1-800-370-7519. RECEIPT OF SUCH TELEPHONE NOTICE SHALL NOT BE A CONDITION TO PRESENTATION HEREUNDER. IF PRESENTED BY FAX, DOCUMENTS ARE NOT REQUIRED TO BE SENT BY COURIER.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, THIS LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES 1998, INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 590.

IF YOU REQUIRE ANY ASSISTANCE OR HAVE ANY QUESTIONS REGARDING THIS TRANSACTION, PLEASE CALL 800-370-7519 .



AUTHORIZED SIGNATURE

THIS DOCUMENT CONSISTS OF 2 PAGE(S).

EXHIBIT D

ORIGINAL

EXHIBIT E
Insurance



RELIPRO-03

JANEGARRETSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/12/2020

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 NFP Property & Casualty Services, Inc. 1551 North Tustin Avenue Suite 500 Santa Ana, CA 92705	CONTACT NAME: Jane Garretson		
	PHONE (A/C, No, Ext): (714) 617-2333	FAX (A/C, No):	
	E-MAIL ADDRESS: jane.garretson@nfp.com		
INSURED Reliance Properties, LLC 9100 Ming Ave, Suite # 120 Bakersfield, CA 93311	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Scottsdale Insurance Company		41297
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER: 2

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		BCS0038340	11/21/2019	11/21/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <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						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			XLS0112304	11/21/2019	11/21/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N 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)
RE: Project: Tract 7305 - Phase 2

As per written contract, The City of Bakersfield, its mayor, council, officers, agents, employees and volunteers is included as an additional insured as respects General Liability per endorsement #CG20100413 attached. Primary and Non-Contributory wording applies as respects General Liability per endorsement #CG20010413 attached.

30 Day Notice of Cancellation applies per endorsement # UTS-410g 2-11 attached

CERTIFICATE HOLDER

CANCELLATION

City of Bakersfield c/o Office of Risk Management 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 <i>Jane Garretson</i> EXHIBIT E



ADDITIONAL REMARKS SCHEDULE

AGENCY NFP Property & Casualty Services, Inc.		NAMED INSURED Reliance Properties, LLC 9100 Ming Ave, Suite # 120 Bakersfield, CA 93311	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

NFP Disclaimer

The attached Certificate of Insurance is provided as part of our service to our client, the insured. If special endorsements have been provided, they also are indicated attached. You may find that these documents do not comply with all the terms and conditions of the underlying contract between the Certificate Holder and the insured due to the Insurance Company's insuring conditions, limitations, exclusions and other terms. If you have any questions, please contact the undersigned.

NFP Property & Casualty Services Inc.
CA License 0F15715
1551 N. Tustin Ave., Suite 500
Santa Ana, CA 92705

Telephone: 714-505-5550
Fax: 714-975-8966

EXHIBIT E

TRACT NO. 7305-PHASE 2

CONSISTING OF 3 SHEETS IN THE CITY OF BAKERSFIELD

BEING A SUBDIVISION OF THE REMAINDER PORTION OF LOT "A" OF LOT LINE ADJUSTMENT NO. 16-0338 PER CERTIFICATE OF COMPLIANCE RECORDED MAY 6, 2016 AS DOCUMENT NO. 000216058102 OF OFFICIAL RECORDS, IN THE OFFICE OF THE KERN COUNTY RECORDER; ALSO BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 30 SOUTH, RANGE 27 EAST, M.D.M., CITY OF BAKERSFIELD, COUNTY OF KERN, STATE OF CALIFORNIA
CONTAINING 42 RESIDENTIAL LOTS & 2 PUBLIC LANDSCAPE LOTS
13.23 GROSS ACRES

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF, OR HAVE SOME RIGHT, TITLE OR INTEREST IN AND TO, THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS MAP, AND THAT EXCEPT AS SHOWN ON THIS MAP AND STATEMENTS MADE A PART THEREOF WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS CLEAR TITLE TO SAID PROPERTY, AND WE CONSENT TO THE MAKING OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE BOLD BORDER LINES AND HEREBY OFFER FOR DEDICATION TO THE PUBLIC USE, ALL THE STREETS SHOWN HEREON, WITHIN SAID SUBDIVISION.

WE ALSO HEREBY DEDICATE FOR PUBLIC USE, EASEMENTS FOR PUBLIC UTILITIES, UNDER, ON OR OVER THOSE CERTAIN STRIPS OF LAND LYING DIRECTLY ADJACENT TO THE FRONT AND/OR SIDE LINES OF LOTS AND ARE DESIGNATED "PUBLIC UTILITIES EASEMENT", AS SHOWN HEREON, WITHIN SAID SUBDIVISION. SUCH STRIPS OF LAND ARE TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND.

FOR SUCH TIME AS PANAMA LANE AND RELIANCE DRIVE REMAIN PUBLIC ROADS, WE HEREBY WAIVE ALL RIGHTS OF DIRECT ACCESS FROM LOTS 1 THROUGH 12 (INCLUSIVE) AND 40, 41 & 42 AS SHOWN ON SAID MAP, SO THAT THE OWNERS OF SAID LOTS ABUTTING SAID ROADS WILL HAVE NO RIGHTS OF DIRECT ACCESS WHATSOEVER TO SAID ROADS, EXCEPT THE GENERAL EASEMENT OF TRAVEL WHICH BELONGS TO THE PUBLIC.

WE ALSO HEREBY DEDICATE TO THE CITY OF BAKERSFIELD, AN EASEMENT FOR LANDSCAPING, SIDEWALK, AND WALL PURPOSES OVER, ON AND UNDER LANDSCAPE LOTS "A" AND "B", AS SHOWN HEREON.

WE ALSO HEREBY DEDICATE FOR PUBLIC USE, EASEMENTS FOR PUBLIC UTILITIES, OVER, ON, AND UNDER LANDSCAPE LOTS "A" AND "B", AS SHOWN HEREON. SAID STRIPS OF LAND ARE TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND.

WE ALSO HEREBY DEDICATE TO THE CITY OF BAKERSFIELD, AN EASEMENT FOR WALL FOOTING PURPOSES OVER, ON AND UNDER A PORTION OF LOTS 1 THROUGH 12 (INCLUSIVE) AND 40, 41 & 42, AS SHOWN HEREON.

RELIANCE PROPERTIES, LLC

NAME
TITLE

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

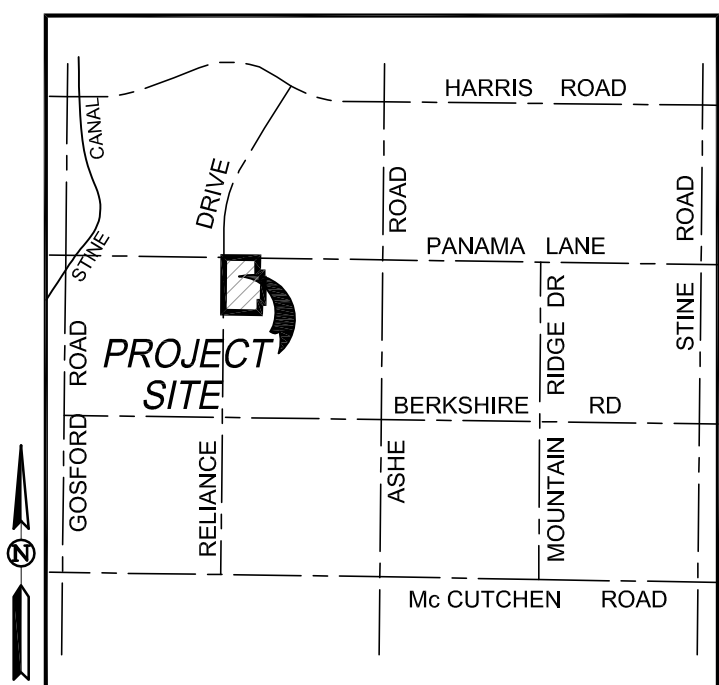
STATE OF CALIFORNIA)
COUNTY OF)

ON _____ BEFORE ME, _____, A
NOTARY PUBLIC, PERSONALLY APPEARED _____, WHO
PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE
NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT
HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND
THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE
ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA
THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _____

PRINTED NAME: _____ MY COMMISSION EXPIRES: _____

MY COMMISSION IS IN THE COUNTY OF _____ MY COMMISSION I.D. No. _____



VICINITY MAP
NO SCALE

SOILS NOTE

A PRELIMINARY SOILS REPORT DATED APRIL 24, 2015, HAS BEEN PREPARED BY KRAZAN & ASSOCIATES, INC. AND SIGNED BY DAVID R. JAROSZ, II, R.C.E. 60185 AND IS ON FILE IN THE CITY BUILDING DEPARTMENT. IN ACCORDANCE WITH SECTION 16.44.040 OF THE CITY MUNICIPAL CODE, NO BUILDING PERMIT SHALL BE ISSUED FOR ANY LOT IN ANY SUBDIVISION UNTIL ALL GRADING HAS BEEN COMPLETED IN ACCORDANCE WITH THE APPROVED GRADING PLAN AND A FINAL SOILS REPORT HAS BEEN SUBMITTED TO AND APPROVED BY THE BUILDING DIRECTOR.

CITY CLERK'S STATEMENT

THE CITY COUNCIL OF THE CITY OF BAKERSFIELD HEREBY ORDERS THAT THE MAP OF TRACT No. 7305 - PHASE 2 IS APPROVED, THAT ALL EASEMENTS AND ACCESS RIGHTS SHOWN UPON THIS MAP AND HEREON OFFERED FOR DEDICATION BE AND THE SAME ARE HEREBY ACCEPTED FOR THE PURPOSE OR PURPOSES FOR WHICH THE SAME ARE OFFERED, AND THAT THE STREETS SHOWN UPON THIS MAP AND HEREON OFFERED FOR DEDICATION BE AND THE SAME ARE HEREBY ACCEPTED FOR PUBLIC USE SUBJECT TO CONSTRUCTION OF ALL IMPROVEMENTS BY THE SUBDIVIDER AND ACCEPTANCE OF ALL IMPROVEMENTS BY THE CITY OF BAKERSFIELD AND THAT THOSE EASEMENT NOTED TO BE ABANDONED ON THIS MAP ARE, IN ACCORDANCE WITH SECTION 66434(g) OF THE SUBDIVISION MAP ACT, HEREBY ABANDONED.

IT DIRECTS THE CLERK OF THIS COUNCIL TO ENDORSE UPON THE FACE OF THIS MAP THIS ORDER AUTHENTICATED BY THE SEAL OF THE CITY COUNCIL OF THE CITY OF BAKERSFIELD, AND IT HEREBY WAIVES, PURSUANT TO THE PROVISIONS OF SECTION 66436 OF THE SUBDIVISION MAP ACT, AND SECTION 16.20.060 OF THE CITY OF BAKERSFIELD MUNICIPAL CODE, THE REQUIREMENTS FOR SIGNATURES OF THE FOLLOWING INTERESTS:

NAME	NATURE OF INTEREST
CITY OF BAKERSFIELD, AS SUCCESSOR IN INTEREST FROM THE COUNTY OF KERN	EASEMENT HOLDER PER VOLUME 1, PAGE 27 AND VOLUME 5, PAGE 579, BOTH OF MINUTE BOOKS
CITY OF BAKERSFIELD, A MUNICIPAL CORPORATION	EASEMENT HOLDER PER DOCUMENT No. 0206208460, DOCUMENT No. 0216055039, BOTH OF OFFICIAL RECORDS.
PACIFIC GAS & ELECTRIC COMPANY	EASEMENT HOLDER PER BOOK 5926, PAGE 2408 OF OFFICIAL RECORDS.
VINCENT ANTONGIOVANNI, ET AL.	MINERAL RIGHT HOLDER PER BOOK 3480, PAGE 585 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.

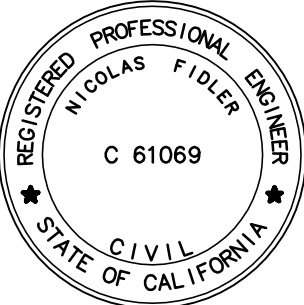
PLANNING DIRECTOR'S STATEMENT

THE PLANNING COMMISSION OF THE CITY OF BAKERSFIELD APPROVED OR CONDITIONALLY APPROVED THE TENTATIVE MAP ON FEBRUARY 21, 2019, AND ANY APPLICABLE EXTENSIONS THEREOF. THE SUBDIVISION, AS SHOWN ON THIS MAP, IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND IN ACCORDANCE WITH ANY CONDITIONS APPROVED BY THE COMMISSION OR CITY COUNCIL UPON APPEAL.

PAUL JOHNSON, PLANNING DIRECTOR, CITY OF BAKERSFIELD _____ DATE _____

CITY ENGINEER'S STATEMENT

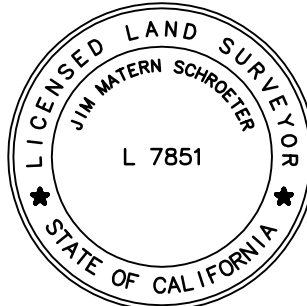
I, NICOLAS FIDLER, HEREBY STATE THAT I HAVE EXAMINED THIS MAP, THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OR APPROVED ALTERATIONS THEREOF, THAT ALL THE PROVISIONS OF THE SUBDIVISION MAP ACT AND TITLE 16 OF THE CITY MUNICIPAL CODE APPLICABLE AT THE 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 _____

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 RGF LAND COMPANY, INC., A CALIFORNIA CORPORATION ON NOVEMBER OF 2015, AND THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN. 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 WITHIN ONE (1) YEAR FROM THE RECORDATION 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 _____ DATE _____
L.S. NO. 4383

RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 20____, AT _____ .M.,

IN BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF ROGER A. MCINTOSH.

JON LIFQUIST _____ BY: _____
KERN COUNTY ASSESSOR-RECORDER (DEPUTY)
SHEET 1 OF 3 SHEETS

08/28/20	UPDATED MAP PER C.O.B. 1ST CHECK COMMENTS	EBT

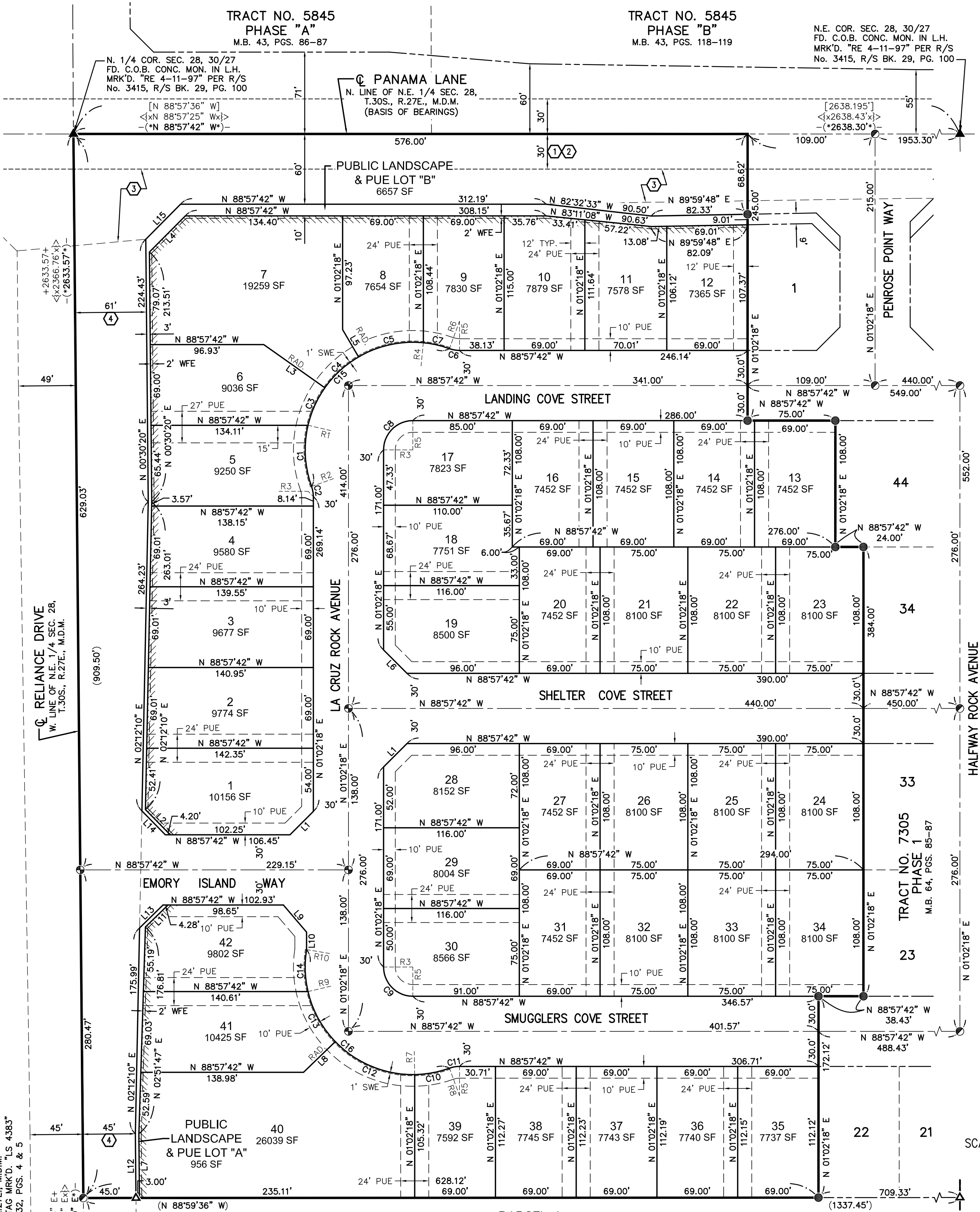
DONE BY: EBT
DATE: 07/16/20
JOB NO. 18-045
FILE: 18045FM02

BASIS OF BEARINGS

THE BEARING OF N88°57'42"W, SHOWN FOR THE CENTERLINE OF PANAMA LANE AND THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 28, T.30S., R.28E., M.D.M., PER RECORD OF SURVEY NO. 3415 FILED IN BOOK 29 OF RECORD OF SURVEY AT PAGE 100, IN THE OFFICE OF THE KERN COUNTY RECORDER, WAS TAKEN AS THE BASIS OF BEARINGS SHOWN HEREON.

TRACT NO. 7305-PHASE 2

CONSISTING OF 3 SHEETS IN THE CITY OF BAKERSFIELD
CONTAINING 42 RESIDENTIAL LOTS & 2 PUBLIC LANDSCAPE LOTS
13.23 GROSS ACRES



NOTES

A PENNY BRASS TAG MARKED L.S. 4383 WILL BE SET WITH EPOXY ON TOP OF CURB FOR A WITNESS CORNER ALONG THE PROLONGATION OF THE PROPERTY LINE FROM ALL FRONT LOT CORNERS. A 1/2" DIA. IRON ROD WITH A PLASTIC CAP MARKED L.S. 4383 WILL BE SET AT ALL REAR LOT CORNERS, EXCEPT AT BLOCK WALL LOCATIONS, WHERE A PENNY BRASS TAG MARKED L.S. 4383 WILL BE SET WITH A CONCRETE NAIL IN THE WALL ALONG THE PROLONGATION OF THE PROPERTY LINE.

THE BOLD BORDER INDICATES THE BOUNDARY OF LAND SUBDIVIDED BY THIS MAP.

ALL DISTANCES AND DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.

FOR LEGEND, EASEMENT LEGEND, LINE, CURVE & RADIAL TABLE AND ABANDONMENT NOTE, SEE SHEET 3.

INFORMATION SHOWN ON BOUNDARY BETWEEN TRACT NO. 7305-PH. 1 AND THIS TRACT IS RECORD SAME AS MEASURED.

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 3 SHEETS



08/28/20	UPDATED MAP PER C.O.B. 1ST CHECK COMMENTS	EBT

DONE BY: EBT
DATE: 07/16/20
JOB NO. 18-045
FILE: 18045FM02

TRACT NO. 7305-PHASE 2

CONSISTING OF 3 SHEETS IN THE CITY OF BAKERSFIELD
CONTAINING 42 RESIDENTIAL LOTS & 2 PUBLIC LANDSCAPE LOTS
13.23 GROSS ACRES

LINE TABLE			CURVE TABLE					RADIAL TABLE	
LINE	BEARING	DISTANCE	CURVE	RADIUS	LENGTH	TANGENT	DELTA	RADIAL	BEARING
L1	N46°02'18"E	28.28'	C1	92.00'	53.17'	27.35'	33°06'52"	R1	N75°46'01"W
L2	S43°22'46"E	30.25'	C2	25.00'	8.69'	4.39'	19°55'11"	R2	N71°07'07"E
L3	N53°43'19"W	63.98'	C3	92.00'	35.40'	17.92'	22°02'42"	R3	N88°57'42"W
L4	S45°46'18"W	43.55'	C4	92.00'	39.30'	19.96'	24°28'38"	R4	N06°38'42"E
L5	N29°14'41"W	27.01'	C5	92.00'	57.63'	29.79'	35°53'23"	R5	N01°02'18"E
L6	S43°57'42"E	28.28'	C6	25.00'	8.69'	4.39'	19°55'11"	R6	N20°57'29"E
L7	S00°30'20"W	54.88'	C7	92.00'	22.98'	11.55'	14°18'47"	R7	N00°03'29"E
L8	S47°05'54"W	37.70'	C8	25.00'	39.27'	25.00'	90°00'00"	R8	N18°52'53"W
L9	N39°20'15"W	30.47'	C9	25.00'	39.27'	25.00'	90°00'00"	R9	N77°50'37"E
L10	N01°02'18"E	15.00'	C10	92.00'	30.41'	15.35'	18°56'22"	R10	N79°42'48"W
L11	S46°37'14"W	26.92'	C11	25.00'	8.69'	4.39'	19°55'11"		
L12	N00°30'20"E	54.89'	C12	92.00'	75.53'	40.04'	47°02'25"		
L13	N46°37'14"E	28.00'	C13	92.00'	49.37'	25.29'	30°44'44"		
L14	N43°22'46"W	28.57'	C14	92.00'	36.04'	18.25'	22°26'35"		
L15	N45°46'19"E	42.23'	C15	92.00'	208.48'	196.58'	129°50'22"		
			C16	92.00'	191.35'	156.71'	119°10'05"		

LEGEND

- = RECORD SAME AS MEASURED PER FILED RECORD OF SURVEY No. 3746, R/S BK. 32, PGS. 4 & 5.
- () = RECORD SAME AS MEASURED PER L.L.A. No. 16-0038 PER CERTIFICATE OF COMPLIANCE RECORDED MAY 6, 2016 AS DOC. No. 000216058102 O.R.
- [] = RECORD PER FILED MAP No. 7-1, BK. 6, PG. 26.
- { } = RECORD PER FILED RECORD OF SURVEY, R/S BK. 23, PG. 56.
- ** = RECORD SAME AS MEASURED PER FILED RECORD OF SURVEY No. 3415, R/S BK. 29, PG. 100.
- x x = RECORD PER L.L.A. NO. 06-2270 PER CERTIFICATE OF COMPLIANCE RECORDED DECEMBER 4, 2007 AS DOC. No. 0207238228 & RE-RECORDED JANUARY 7, 2011 AS DOC. No. 0211003257, BOTH O.R.
- < > = RECORD PER P.M.W. NO. 14-0179 PER CERTIFICATE OF COMPLIANCE RECORDED AUGUST 1, 2014 AS DOC. No. 000214090583 O.R.
- + + = RECORD PER L.L.A. No. 14-0228 PER CERTIFICATE OF COMPLIANCE RECORDED SEPTEMBER 23, 2014 AS DOC. No. 000214115743 O.R.
- ⊕ = SET CONC. MON. IN LAMPHOLE W/BRASS CAP MARKED "LS4383"
- ▲ = FOUND MONUMENT AS DESCRIBED
- ⦿ = FD. CONC. MON. IN LAMPHOLE W/BRASS CAP MARKED "LS4383" PER TRACT NO. 7305-PHASE 1, M.B. 64, PGS. 85-87.
- = FD. 2" IRON PIPE W/HUB AND PENNY TAG MARKED "LS4383" PER TRACT NO. 7305-PHASE 1, M.B. 64, PGS. 85-87.
- △ = FD. 2" IRON PIPE W/PENNY TAG MRK'D. "LS4383" PER RECORD OF SURVEY No. 3746, R/S BK. 32, PGS. 4 & 5.
- //// = WAIVER OF DIRECT ACCESS RIGHTS DEDICATED PER THIS MAP.
- | | | | |
|--------|---|--------|---|
| C.O.B. | CITY OF BAKERSFIELD | FD. | FOUND |
| K.C.S. | KERN COUNTY SURVEYOR'S | L.H. | LAMPHOLE |
| L.L.A. | LOT LINE ADJUSTMENT | No. | NUMBER |
| P.M.W. | PARCEL MAP WAIVER | BK. | BOOK |
| SWE | SIDEWALK EASEMENT DEDICATED PER THIS MAP. | PG. | PAGE |
| PUE | PUBLIC UTILITY EASEMENT DEDICATED PER THIS MAP. | O.R. | OFFICIAL RECORDS |
| L.S. | LAND SURVEYOR | MRK'D. | MARKED |
| R/S | RECORD OF SURVEY | COR. | CORNER |
| SEC. | SECTION | MON. | MONUMENT |
| M.B. | MAP BOOK | WFE | WALL FOOTING EASEMENT DEDICATED PER THIS MAP. |

ABANDONMENT NOTE:

UPON RECORDATION OF THIS MAP, THE FOLLOWING EASEMENT WILL BE ABANDONED WITHIN THE BOUNDARY OF THIS MAP IN ACCORDANCE WITH SECTION 66434(g) OF THE SUBDIVISION MAP ACT:

A TEMPORARY EASEMENT GRANTED TO THE CITY OF BAKERSFIELD FOR TURN-AROUND, ACCESS, AND FLOWAGE & DRAINAGE PURPOSES RECORDED JANUARY 29, 2020 AS DOCUMENT NO. 220012354, O.R.

EASEMENT LEGEND

- ① AN EASEMENT GRANTED TO THE CITY OF BAKERSFIELD AS SUCCESSOR IN INTEREST FROM THE COUNTY OF KERN FOR PUBLIC HIGHWAY PURPOSES AS ESTABLISHED BY ORDER OF THE BOARD OF SUPERVISORS OF KERN COUNTY RECORDED MAY 7, 1872 IN VOLUME 1, PAGE 27 OF THE MINUTE BOOKS. (PANAMA LANE)
- ② AN EASEMENT GRANTED TO THE CITY OF BAKERSFIELD AS SUCCESSOR IN INTEREST FROM THE COUNTY OF KERN FOR PUBLIC HIGHWAY PURPOSES AS ESTABLISHED BY ORDER OF THE BOARD OF SUPERVISORS OF KERN COUNTY RECORDED SEPTEMBER 10, 1892 IN VOLUME 5, PAGE 579 OF THE MINUTE BOOKS. (PANAMA LANE)
- ③ AN IRREVOCABLE OFFER OF DEDICATION GRANTED TO THE CITY OF BAKERSFIELD FOR STREET RIGHT-OF-WAY RECORDED AUGUST 23, 2006 IN DOCUMENT NO. 0206208460 OF OFFICIAL RECORDS.
- ④ A STREET RIGHT-OF-WAY DEDICATION GRANTED TO THE CITY OF BAKERSFIELD FOR STREET RIGHT-OF-WAY DEDICATION RECORDED MAY 2, 2016 AS DOC. NO. 0216055039 OF OFFICIAL RECORDS.
- AN EASEMENT GRANTED TO PACIFIC GAS & ELECTRIC COMPANY FOR ANCHORS, FIXTURES AND INCIDENTAL PURPOSES RECORDED OCTOBER 16, 1986 IN BOOK 5926, PAGE 2408, O.R. (THE EXACT LOCATION OF SAID EASEMENT IS NOT ASCERTAINABLE FROM RECORD)

RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 20____, AT _____ .M.,

IN BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF
ROGER A. McINTOSH.

JON LIFQUIST BY: _____
KERN COUNTY ASSESSOR-RECORDER (DEPUTY)
SHEET 3 OF 3 SHEETS



08/28/20	UPDATED MAP PER C.O.B. 1ST CHECK COMMENTS	EBT

DONE BY: EBT
DATE: 07/16/20
JOB NO. 18-045
FILE: 18045FM02

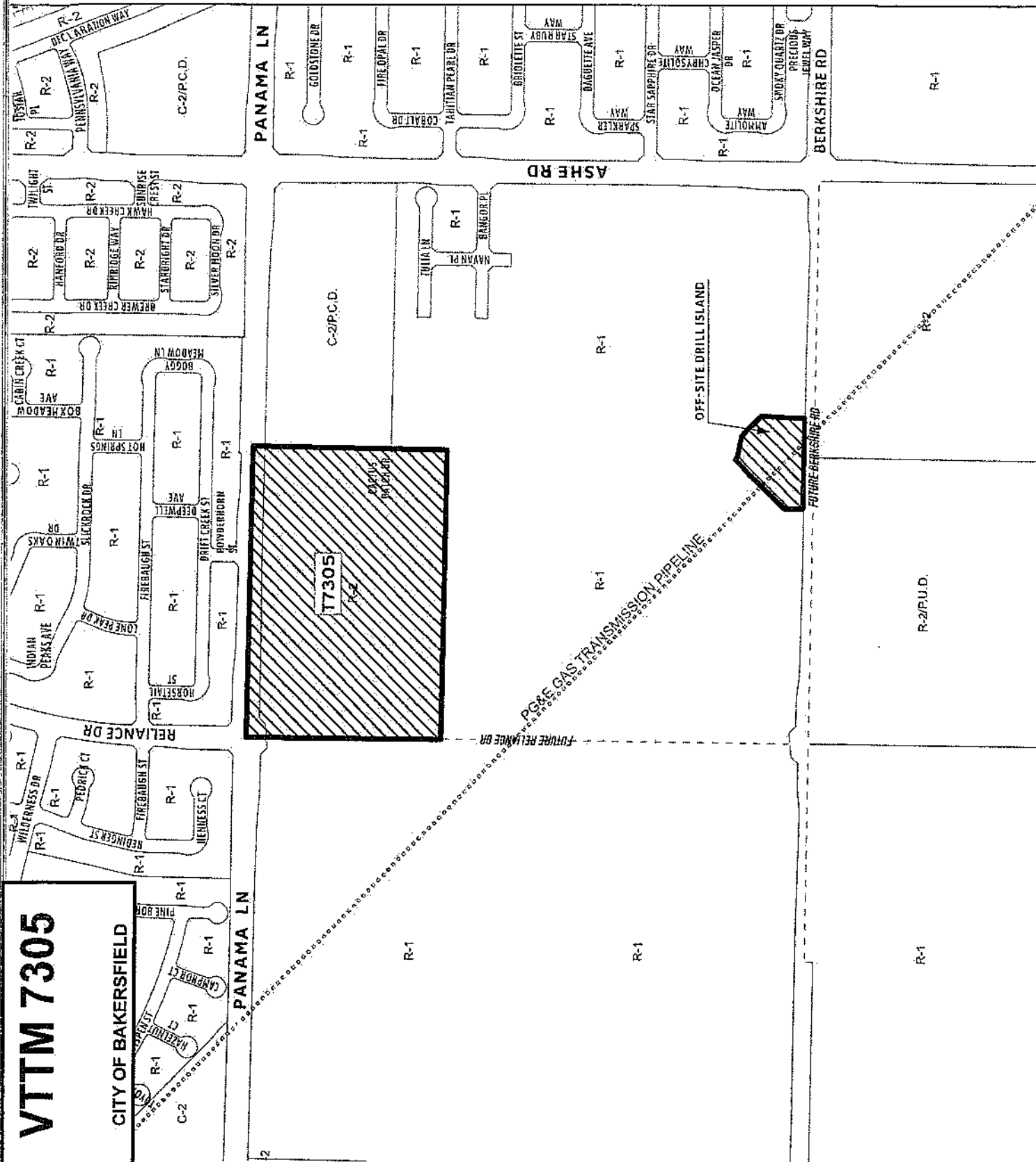
CITY OF BAKERSFIELD

R-3 One-Family Dwelling	6,000 sq. ft. min lot size	C-2 Professional and Administrative Office
R-4 Two-Family Dwelling	8,000 sq. ft. min lot size	C-3 High-Rise Commercial
R-4.5 One Family Dwelling	4,500 sq. ft. min lot size	C-2 Regional Commercial
R-5 Single-Family Dwelling	10,000 sq. ft. min lot size	C-3 Commercial Center
R-5 Residential Suburban	24,000 sq. ft. min lot size	C-3 Central Business
R-5.1 Residential Suburban	12,500 sq. ft. min lot size	C-3 Planned Commercial Development
R-5.2 Residential Suburban	12,500 sq. ft. min lot size	M-1 Light Manufacturing
R-5.3 Residential Suburban	12,500 sq. ft. min lot size	M-2 General Manufacturing
R-2 Limited Multiple Family Dwelling	4,500 sq. ft. min lot size (single family)	M-3 Heavy Industrial
R-2 Unlimited Multiple Family Dwelling	2,500 sq. ft. lot area/dwelling unit	P Automobile Parking
R-3 Multiple Family Dwelling	6,000 sq. ft. min lot size	RE Recreation
R-3.5 Multiple Family Dwelling	12,500 sq. ft. lot area/dwelling unit	CE Church Overlay
R-4 High Density Multiple Family Dwelling	6,000 sq. ft. min lot size	OS Open Space
R-4.5 High Density Multiple Family Dwelling	6,000 sq. ft. min lot size	HS Hospital Overlay
R-5 Residential Suburban	600 sq. ft. lot area/dwelling unit	AD Architectural Design Overlay
R-5.1 Residential Suburban	20 acre min lot size	FP-FP Floodplain Priority
R-5.2 Residential Suburban	20 acre min lot size	FP-S Floodplain Secondary
R-5.3 Residential Suburban	20 acre min lot size	MA Airport Approach
R-2 Limited Multiple Family Dwelling	4,500 sq. ft. min lot size (single family)	D Drilling Hazard
R-2 Unlimited Multiple Family Dwelling	2,500 sq. ft. lot area/dwelling unit	PE Petroleum Extraction Combining
R-3 Multiple Family Dwelling	6,000 sq. ft. min lot size	SE Senior Citizen Overlay
R-3.5 Multiple Family Dwelling	12,500 sq. ft. lot area/dwelling unit	HP Hazardous Waste Combining
R-4 High Density Multiple Family Dwelling	6,000 sq. ft. min lot size	WH-WH Waste Handling Specific Plan
R-4.5 High Density Multiple Family Dwelling	6,000 sq. ft. min lot size	



A vertical scale bar labeled "Feet" with markings at 0, 330, and 660.

Document Name: 2010117



ADMINISTRATIVE REPORT

MEETING DATE: 11/4/2020

Consent – Agreements n.

TO: Honorable Mayor and City Council
FROM: Nick Fidler, Public Works Director
DATE: 10/14/2020
WARD: Ward 5
SUBJECT: Final Map and Improvement Agreement with Bolthouse Development Company, LLC (Developer) for Parcel Map 12166, Phase 3 located west of Benchmark Court, between Bolthouse Drive and Venture Way.

STAFF RECOMMENDATION:

Staff recommends approval of the map and agreement.

BACKGROUND:

Per Bakersfield Municipal Code Chapter 16, "Subdivisions," Tentative Parcel Map 12166 was conditioned by the Planning Commission to require the construction of certain improvements within and adjacent to the tentative parcel 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, Bolthouse Development Company, LLC, wishes to record a portion of the tentative parcel 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.

ATTACHMENTS:

Description	Type
☐ Parcel Map 12166 Phase 3 Improvement Agreement	Agreement
☐ Parcel Map 12166 Phase 3 Final Map	Backup Material

IMPROVEMENT AGREEMENT NO. _____

FOR

Parcel Map 12166 Phase 3

THIS IMPROVEMENT AGREEMENT ("Agreement") is entered into on and effective as of _____ (the "Effective Date"), by and between the **CITY OF BAKERSFIELD**, a municipal corporation ("City") and **Bolthouse Development Company, LLC**, a California limited liability company authorized to do business in California ("Developer").

RECITALS

WHEREAS, Developer is developing and subdividing land in the City of Bakersfield, commonly referred to as **Parcel Map 12166 Phase 3** (the "Project"), under the provisions of the Subdivision Map Act (Govt. Code §§ 66410 et seq.) ("Map Act"), and the Subdivision Ordinance of City (Title 16 of the Bakersfield Municipal Code ("BMC")) ("Ordinance");

WHEREAS, City's Planning Commission, an advisory agency, has approved Developer's tentative map subject to certain approved exceptions and conditions; and

WHEREAS, Developer has submitted its final map to City for approval in accordance with the Map Act and the Ordinance and desires to enter into this Agreement with City to complete the required improvement work in the Project within the time and in the manner provided herein.

AGREEMENT

Incorporating herein the above recitals, City and Developer agree as follows:

1. **IMPROVEMENTS TO BE CONSTRUCTED.** Developer will construct in the Project, at its sole cost and expense, those facilities and improvements (herein collectively referred to as "Improvements") required by BMC Sections 16.32.060 or Section 16.32.080, whichever is applicable, required in the resolution adopted by the City Planning Commission on **August 03, 2017**, and/or required in a resolution extending the expiration of the tentative map, if applicable. The Planning Commission's resolution and the resolution extending the expiration of the tentative map, if applicable,

are on file in the City Planning Department and incorporated in this Agreement as though fully set forth herein.

2. **MANNER OF CONSTRUCTION.** The Improvements must be installed and constructed in accordance with all of the following:

- 2.1. Title 16 of the BMC;
- 2.2. The Map Act;
- 2.3. Plans, specifications, profiles, and standards approved by City Engineer (when used in this Agreement, "City Engineer" also refers to City Engineer's designee);
- 2.4. Adopted City standards; and
- 2.5. Good engineering practices and workmanlike manner.

All Improvements will be subject to inspection by City Engineer and **must be completed to City's satisfaction before the Improvements will be accepted by City.**

3. **TIME FOR COMPLETION.** All of the Improvements must be fully completed in accordance with the terms of this Agreement to the satisfaction of City Engineer within one year from the Effective Date unless City Engineer grants an extension of the time for completion.

4. **RECORDING OF NOTICE OF COMPLETION; ISSUANCE OF CERTIFICATES OF OCCUPANCY; FINAL INSPECTIONS.**

- 4.1. When Developer notifies City Engineer that Developer has completed construction of the Improvements, City Engineer will conduct an inspection of the Improvements and notify Developer of any deficiencies in the Improvements.
- 4.2. When Developer corrects the deficiencies, if any, in the Improvements to City Engineer's satisfaction, City Engineer will accept the Improvements.
- 4.3. After the Improvements are accepted by City Engineer, City will record a notice of completion (the "NOC") once Developer provides City Engineer with relevant items identified on the Checklist for Notice of Completion, attached hereto as **Exhibit A** and

incorporated herein by this reference.

- 4.4.** City Building Director will not conduct a final inspection or issue any certificates of occupancy to Developer for any lot within the phase¹ covered by this Agreement (the "Covered Phase") until City records the NOC.

- 5. GUARANTEE AGAINST DEFECTS.** Developer hereby guarantees all features of the Improvements against defective work or labor done, or defective materials furnished, in the performance of this Agreement for a period of one year following recordation of the NOC. Upon City's demand, Developer will correct, repair, or replace promptly all such defective work or labor done, or defective materials furnished, as may be discovered within the one-year guarantee period. The one-year guarantee period on private improvements will begin when the NOC is recorded.

6. IMPROVEMENT SECURITY.

- 6.1. Required Security.** Developer must provide acceptable security (the "Security") as detailed in **Exhibit B**, which is incorporated herein by reference, for the following obligations:

6.1.1. Performance of the obligations of the Agreement by a full and timely completion of the Improvements;

6.1.2. Labor & Materials/Payment to all contractors and subcontractors and to persons renting equipment or furnishing labor or materials for the Improvements, except as provided in BMC Section 16.32.040; and

6.1.3. Warranty/Maintenance against any defective work or labor performed on or defective materials furnished for the Improvements for a period of one year following recordation of the NOC of the Improvements as outlined above.

- 6.2. Acceptable Security.** City Engineer has the sole discretion to determine which of the following forms of Security is acceptable:

6.2.1. A bond or bonds by one or more duly authorized corporate

¹ For tracts that have no phases, the term "Covered Phase" refers to the Project.

sureties that substantially conforms with the form set forth in Government Code Section 66499.1 or any successor statute;

6.2.2. Cash deposited with City; or

6.2.3. An irrevocable letter of credit from one or more responsible financial institutions regulated by state or federal government and pledging that the funds are on deposit and guaranteed for payment on demand by City.

6.3 **Developer's Obligation to Maintain Security.** It is Developer's sole responsibility to maintain the Security as follows:

6.3.1 Developer must provide City with the original Security documentation for all required Security as outlined in **Exhibit B**. Copies of the Security documents provided by Developer are attached to this Agreement as **Exhibit D**.

6.3.2 Developer must ensure that all Security is current and that there is no gap in Security coverage. At least sixty days before any Security required by this Agreement expires or otherwise becomes invalid, Developer must take steps to keep the Security current or provide new Security. Any failure by Developer to comply with these provisions will constitute a material breach of this Agreement, and City may, in addition to all other remedies provided by law or this Agreement, immediately pursue whatever Security is available for completion of all Developer obligations under this Agreement.

6.3.3 Developer must provide City with the appropriate mailing address, phone number, state license number, if applicable, and email address for the contact person associated with each form of Security and identify the local representative and corporate headquarters of the company providing the Security ("Contact Information"). It is Developer's responsibility to ensure that City is provided with updates to any of the Contact Information.

6.4 **Release of Security.** The Security will be released as described in **Exhibit B**.

7. DEFAULT; REMEDIES.

7.1. Default. Developer will be in default of this Agreement if City Engineer, in the exercise of reasonable discretion, determines that any of the following exist:

7.1.1. Developer has failed to properly and fully complete all of the Improvements in accordance with this Agreement within the time, or any extension of time, provided herein;

7.1.2. Developer has failed or neglected to begin the Improvements, or any feature of the Improvements, within a time which will reasonably allow their completion within the time, or any extension of time, provided in this Agreement;

7.1.3. Developer has abandoned any of the work on the Improvements;

7.1.4. Developer, if an individual, has been declared incompetent or placed under the care of a guardian or conservator, or has disappeared;

7.1.5. Developer is subject to a voluntary or involuntary petition in bankruptcy or has been declared bankrupt;

7.1.6. Developer changes the form of its business entity to a form different than the one identified in the introductory paragraph above; or

7.1.7. Developer or owner of the Project transfers ownership of the Project.

7.2. Remedies. If Developer is in default of this Agreement, City may, in its sole discretion, immediately exercise any of the following remedies without prejudice to any other remedy City may have in law or equity:

7.2.1. Demand that any available surety pay for the completion of the Improvements;

7.2.2. Demand that any available surety assume Developer's obligations under this Agreement, in lieu of payment of the secured funds;

- 7.2.3. Provide the necessary supervision, equipment, materials, and labor as it may determine necessary, using any available means, to undertake and complete the Improvements or any part thereof in the manner required by this Agreement at Developer's and its surety's expense, and Developer and its surety, jointly and severally, will be liable to City and must pay City, on demand, any expenses, costs, fees, or other expenditures incurred by City in the course thereof;
- 7.2.4. Combine the payment of secured funds and the completion of Developer's obligations under this Agreement by City forces and/or other entities;
- 7.2.5. Withhold the issuance of building permits or performance of inspections for any lot within the Covered Phase if the Improvements in any current or earlier phase of the tract have not been completed in a timely manner at the time Developer requests building permits or inspections for any lot within the Covered Phase;
- 7.2.6. Withhold the issuance of building permits in subsequent phases until all Improvements in the Covered Phase are completed and approved by City Engineer; and
- 7.2.7. Revert the real property to acreage. By executing this Agreement, Developer warrants that it has authority from each party having record title interest in the Project to act as such party's agent for purposes of the provisions of this subsection and to waive, and, hereby, waives any right to a hearing on such reversion.

Right of Entry. If City elects to exercise its right to the secured funds under this section, Developer hereby grants the right of entry to the Project to City, the surety, and the City's and surety's designated representatives for the purposes of completion of the Improvements or evaluation of any claims on secured funds under this Agreement. It is the responsibility of City, the surety, or the City's or surety's designated representatives to obtain any permission necessary for legal entrance to and/or construction on the Project from the Project's owner should Developer not own or have rights to the Project. It is also the responsibility of the surety to provide adequate insurance and comply with all regulations, permits, and ordinances while on the Project site or before beginning any work within City's

right-of-way.

8. **NO WAIVER OF DEFAULT.** A failure to enforce any provision of this Agreement will not constitute a waiver of the right to enforce the provision at a later time and will not serve to vary the terms of this Agreement.
9. **NO WAIVER BY CITY.** Inspection of the work and/or materials, or approval of the work and/or materials inspected, or a statement by any officer, agent, or employee of City indicating the work or any part thereof complies with the requirements of this Agreement, or acceptance of the whole or any part of the work and/or materials, or payments therefore, or any combination of all of these acts, will not relieve Developer of the obligation to fulfill this Agreement as prescribed; nor will City be thereby estopped from bringing any action for damages arising from Developer's failure to comply with any of the terms and conditions of this Agreement.
10. **INDEMNITY.**
 - 10.1 Developer will indemnify, defend, and hold harmless City and its Council, officers, agents, and employees against any and all liability, claims, actions, causes of action, or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by Developer or Developer's employees, agents, independent contractors, or companies in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by City, except as limited by California Civil Code Section 2782 or caused by City's sole active negligence or willful misconduct.
 - 10.2 Developer, at its own cost, expense, and risk must defend all legal proceedings that may be brought against City or its Council, officers, agents, or employees, on any liability, suit, claim, or demand that Developer has agreed to indemnify them against herein, and must satisfy any resulting judgment that may be rendered against any of them.

- 10.3** Developer's surety providing the Performance Security will not be deemed liable under any of the foregoing provisions of this section, unless the surety undertakes the completion of any of the Improvements or the conduct of work required to be done under this Agreement, and then only to the extent of any act, omission, or neglect of the surety or its engineers, employees, agents, contractors, or subcontractors in the course of the completion of those Improvements or the conduct of that work by the surety.

11. INSURANCE.

- 11.1. Types and Limits of Insurance.** In addition to any other insurance or security required under this Agreement, Developer must procure and maintain, for the duration of this Agreement, the types and limits of insurance below ("Basic Insurance Requirements").

- 11.1.1. Automobile liability insurance,** providing coverage for owned, non-owned, and hired autos on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than \$1,000,000 per occurrence.

- 11.1.2. Commercial general liability insurance,** unless otherwise approved by City's Risk Manager, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than \$1,000,000 per occurrence. The policy must:

- 11.1.2.1.** Provide contractual liability coverage for the terms of this Agreement;

- 11.1.2.2.** Provide unlimited products and completed operations coverage;

- 11.1.2.3.** Provide premises, operations, and mobile equipment coverage; and

- 11.1.2.4.** Contain an additional insured endorsement in favor of City and its mayor, council, officers, agents, employees, and designated volunteers.

- 11.1.3. Workers' compensation insurance** with limits of not less than \$1,000,000 per occurrence. In accordance with the provisions of Labor Code Section 3700, every contractor will be required to secure the payment of compensation to his employees. Pursuant to Labor Code Section 1861, Developer must submit to City the following certification before beginning any work on the Improvements:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

By executing this Agreement, Developer is submitting the certification required above.

The policy must contain a waiver of subrogation in favor of City and its mayor, council, officers, agents, employees, and designated volunteers.

11.2. General Provisions Applying to All Insurance Types.

- 11.2.1.** All policies required of Developer must be written on a first-dollar coverage basis, or contain a deductible provision. Subject to City's advance approval, Developer may utilize a self-insured retention in any or all of the policies provided, but the policy or policies may not contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured or by any means including other insurance or which is intended to defeat the intent or protection of an additional insured.
- 11.2.2.** All policies required of Developer must be primary insurance as to City and its mayor, council, officers, agents, employees, or designated volunteers and any insurance or self-insurance maintained by City and its mayor, council, officers, agents, employees, and designated volunteers must be excess of Developer's insurance and must not contribute with it.

- 11.2.3. The insurance required above, except for workers' compensation insurance, must be placed with insurers with a Best's rating as approved by City's Risk Manager, but in no event less than A-:VII. Any deductibles, self-insured retentions, or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Best's A-:VII, must be declared prior to execution of this Agreement and approved by City in writing.
- 11.2.4. The insurance required in this section must be maintained until the Scope of Work is satisfactorily completed as evidenced by City's written acceptance. All policies must provide that there will be continuing liability thereon, notwithstanding any recovery on any policy.
- 11.2.5. Full compensation for all premiums which the Developer is required to pay to satisfy the Basic Insurance Requirements shall be considered as included in the prices paid for the performance of the scope of Work, and no additional allowance will be made therefor or for additional premiums which may be required by extensions of the policies of insurance.
- 11.2.6. It is further understood and agreed by Developer that its liability to City will not in any way be limited to or affected by the amount of insurance obtained and carried by Developer in connection with this Agreement.
- 11.2.7. Unless otherwise approved by City, if any part of the Scope of Work is subcontracted, the Basic Insurance Requirements must be provided by, or on behalf of, all subcontractors even if City has approved lesser insurance requirements for Developer, and all subcontractors must agree in writing to be bound by the provisions of this section.

12. **MISCELLANEOUS.**

- 12.1. **Governing Law.** The laws of the State of California will govern the validity of this Agreement, its interpretation, and its performance. Any litigation arising in any way from this Agreement must be brought in Kern County, California.

12.2. Notices. All notices related to this Agreement must be given in writing, must be personally served or sent by certified or registered mail, and will be effective upon actual personal service or depositing in the United States mail. The parties must be addressed as follows, or at any other address designated by notice:

City: CITY OF BAKERSFIELD
Public Works Department
Attention: Subdivisions
1600 Truxtun Avenue
Bakersfield, California 93301
Telephone: (661) 326-3724

Developer: Bolthouse Development Company, LLC
11601 Bolthouse Drive, Suite 200
Bakersfield, CA 93311
Telephone: (661) 556-4543
Email: KMacNeill@bolthouseproperties.com

Surety: First Republic Bank
Attn: Robert Garaventa
1400 Civic Drive
Walnut Creek, CA 94596
Telephone: 925-952-8263
Email: rgaraventa@firstrepublic.com

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. 20-5800469.

Developer is a corporation? Yes ☐ No ☒
(Please check one.)

12.11. Non-Interest. No officer or employee of City may hold any interest in this Agreement (California Government Code Section 1090).

12.12. Further Assurances. Each party will execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

CITY

DEVELOPER

CITY OF BAKERSFIELD

Bolthouse Development Company, LLC

By: _____

KAREN GOH
Mayor

By:  _____

Print Name: BRUCE DAVIS

Title: SENIOR VICE PRESIDENT

APPROVED as to form:

VIRGINIA GENNARO
City Attorney

By: _____

JOSHUA RUDNICK
Deputy City Attorney

Insurance/Surety: _____

APPROVED as to content:

PUBLIC WORKS DEPARTMENT

By: _____

NICK 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 ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF KERN)

On September 22, 2020, before me, Nancy E. Vogel, Notary Public, personally appeared BRUCE DAVIS who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and Official Seal.

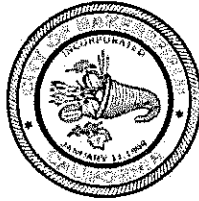


Nancy E Vogel

Notary Public

*The notary commission extended
pursuant to Executive Order N-63-20*

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
WHEN REQUIRED	When Developer submits executed Agreement and final map to City for approval	When Developer submits executed Agreement and final map to City for approval	Before City records the NOC of the Improvements
AMOUNT OF SECURITY	100% of the total estimated cost of the Improvements as reflected in the Engineer's Estimate attached hereto as Exhibit C and incorporated herein by reference ("Engineer's Estimate")	50% of the total estimated cost of the Improvements as reflected in the attached Engineer's Estimate	10% of the total estimated cost of the Improvements as reflected in the attached Engineer's Estimate
DATE OF RELEASE/ REDUCTION	<p>Within 30 days after City records a NOC of the Improvements; but, if City discovers that Developer performed defective work or labor or furnished defective materials in completing the Improvements or Developer damages the Improvements after City records the NOC, the Security will be released only after Developer has repaired or replaced the defective or damaged Improvements to City's satisfaction.</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>90 days after City records a NOC of the Improvements unless City receives written notice that an action or stop notice has been filed related to the construction of the Improvements, in which case the Security, at Developer's request, may be reduced to an amount not less than the total of all claims on which an action or stop notice has been filed</p>	<p>18 months after recordation of the NOC of the Improvements</p>

EXHIBIT B

EXHIBIT C
Engineer's Estimate

BOND PRICE FORM

PROJECT TITLE:

BENCHMARK COURT & VENTURE WAY (PM 12166 Ph 3)

ENGINEER: Porter & Associates

DATE: August 17, 2020

JOB NUMBER: N/A

PREPARED BY: Kath MacNeill, Bolthouse Properties, LLC

CONSTRUCTION COSTS

Item Description	Estimated Quantity	Unit	Bond Prices		
			Unit Price	Amount	
Grading					
Excavation (Phase 3 and Sump)	7,563	CY	\$2.50	\$18,907.50	
Sump Excavation		CY	\$2.50	\$0.00	
Import	1,553	CY	\$10.00	\$15,530.00	
Export		CY	\$10.00	\$0.00	
Subtotal - Grading				\$34,437.50	
Streets					
Excavation (Roadway)	Over 50,000	Incl. in Grad.	CY	\$9.00	\$0.00
	20,000 to 50,000		CY	\$12.00	\$0.00
	20,000 to 10,000		CY	\$18.00	\$0.00
	Under 10,000		CY	\$25.00	\$0.00
Compacted Imported Borrow			CY	\$30.00	\$0.00
Compacted Subgrade	Under 1,000		SQFT	\$0.75	\$0.00
	Over 1,000	45,779	SQFT	\$1.00	\$45,779.00
Curb & Gutter (6" High Concrete)	Under 1,000		LF	\$40.00	\$0.00
	Over 1,000	2,201	LF	\$25.00	\$55,025.00
Median Curb (Type "M" Modified)	Under 1,000		LF	\$26.00	\$0.00
	Over 1,000		LF	\$18.00	\$0.00
A.C. Curb (6" High)			LF	\$20.00	\$0.00
Concrete Sidewalk or Driveway	4" Thick	12,607	SQFT	\$6.00	\$75,642.00
	6" Thick		SQFT	\$9.00	\$0.00
Concrete Cross Gutter (Local Street Only)	6' Wide x 6" Thick		EA	\$5,500.00	\$0.00
	12' Wide x 6" Thick		EA	\$11,000.00	\$0.00
			SQFT	\$9.00	\$0.00
Wheelchair/Curb Ramp	ADA,CalTrans	4	EA	\$2,500.00	\$10,000.00
Concrete - Miscellaneous Class B			CY	\$500.00	\$0.00
Concrete - Structural Class A	Retaining Walls		CY	\$650.00	\$0.00
Aggregate Base	Class 2	678	CY	\$70.00	\$47,460.00
	Class 3		CY	\$50.00	\$0.00
Street Surfacing AC Paving Streets and Alleys Only	<1,000		TONS	\$100.00	\$0.00
	1,000 to 5,000	1,030	TONS	\$75.00	\$77,250.00
	> 5,000		TONS	\$65.00	\$0.00
Miscellaneous AC (Outside Streets and Alleys)			SY	\$70.00	\$0.00
Construction Seal - Asphalt Rejuvenating Agent		5,087	SY	\$0.25	\$1,271.75
Sawcutting		188	LF	\$3.00	\$564.00
Remove Existing Asphalt Concrete Paving		6,376	SF	\$0.95	\$6,057.20
Remove Existing Curb & Gutter		104	LF	\$11.00	\$1,144.00
Remove Existing Sidewalk		624	SF	\$3.35	\$2,090.40
Adjusting Manholes to Grade		10	EA	\$1,000.00	\$10,000.00
Miscellaneous Items					
Chain Link Fencing	4' High Fence		LF	\$75.00	\$0.00
	6' High RR R/W Fence		LF	\$75.00	\$0.00
	Gates - 14' Opening w/ post lock		Per Pair	\$3,600.00	\$0.00
	6' Fence with redwood slats & 6" x 18" concrete footing (including Gates)		LF	\$95.00	\$0.00
Concrete Masonry Screen Wall	5' High		LF	\$115.00	\$0.00
	6' High		LF	\$130.00	\$0.00
Electric Gates - Double			EA	\$20,000.00	\$0.00
Electric Gates - Single			EA	\$15,000.00	\$0.00
Landscaping			SF	\$5.00	\$0.00
Liquid Asphalt (R.M.S.)			Ton	\$600.00	\$0.00
Survey Monuments		4	EA	\$150.00	\$600.00
Survey Monument Encasements		4	EA	\$600.00	\$2,400.00
Lot Corners			EA	\$50.00	\$0.00
Street Signs		3	EA	\$300.00	\$900.00
Barricades			EA	\$150.00	\$0.00
Striping		25	LF	\$3.00	\$75.00
Street Lights		2	EA	\$6,000.00	\$12,000.00
Pump Station			EA	Per Engineer	

EXHIBIT C

EXHIBIT C

BOND PRICE FORM

PROJECT TITLE:

BENCHMARK COURT & VENTURE WAY (PM 12166 Ph 3)

ENGINEER: Porter & Associates

DATE: August 17, 2020

JOB NUMBER: N/A

PREPARED BY: Kath MacNeill, Bolthouse Properties, LLC

CONSTRUCTION COSTS

Item Description	Estimated Quantity	Unit	Bond Prices	
			Unit Price	Amount
Subtotal - Streets and Miscellaneous				\$348,258.35
Storm Drains				
Structures				
Manholes	2	EA	\$4,000.00	\$8,000.00
Junction Boxes	4	EA	\$5,000.00	\$20,000.00
Standard Outlet Structure		EA	\$4,000.00	\$0.00
Catch Basins Up to 5' Opening Width	2	EA	\$5,000.00	\$10,000.00
Per Additional Foot of Opening Beyond 5'		EA	\$1,000.00	\$0.00
Note: The estimated actual structure cubic yardage may be used in lieu of the above each and per feet, using \$2500 per cubic				\$0.00
		CY	\$2,500.00	\$0.00
Other Structures and headwalls (Includes forming and reinforcement)		CY	\$2,500.00	\$0.00
Under Sidewalk Drain		EA	\$2,000.00	\$0.00
Gunite (Includes Reinforcement) 3" Thick		SQFT	\$15.00	\$0.00
Rip Rap		CY	\$125.00	\$0.00
Pipe Installed As Storm Drains (In-Place per LF)				
18" RCP < 200'		LF	\$120.00	\$0.00
24" RCP < 200'		LF	\$130.00	\$0.00
30" RCP < 200'		LF	\$145.00	\$0.00
36" RCP < 200'		LF	\$160.00	\$0.00
42" RCP < 200'		LF	\$170.00	\$0.00
48" RCP < 200'		LF	\$220.00	\$0.00
54" RCP < 200'		LF	\$260.00	\$0.00
60" RCP < 200'		LF	\$300.00	\$0.00
72" RCP < 200'		LF	\$700.00	\$0.00
84" RCP < 200'		LF	\$1,500.00	\$0.00
18" RCP > 200'	591	LF	\$95.00	\$56,145.00
24" RCP > 200'		LF	\$105.00	\$0.00
30" RCP > 200'	287	LF	\$115.00	\$33,005.00
36" RCP > 200'	532	LF	\$130.00	\$69,160.00
42" RCP > 200'		LF	\$135.00	\$0.00
48" RCP > 200'		LF	\$175.00	\$0.00
54" RCP > 200'		LF	\$210.00	\$0.00
60" RCP > 200'		LF	\$240.00	\$0.00
72" RCP > 200'		LF	\$560.00	\$0.00
84" RCP > 200'		LF	\$1,200.00	\$0.00
Down Drains				\$0.00
12" Pipe		LF	\$60.00	\$0.00
Entrance Taper		EA	\$675.00	\$0.00
Exit Treatment w/ Anchors		EA	\$400.00	\$0.00
CMP Standard End Sections - Installed				\$0.00
18"		EA	\$190.00	\$0.00
21"		EA	\$215.00	\$0.00
24"		EA	\$250.00	\$0.00
30"		EA	\$460.00	\$0.00
36"		EA	\$680.00	\$0.00
42"		EA	\$1,190.00	\$0.00
48"		EA	\$1,710.00	\$0.00
54"		EA	\$2,280.00	\$0.00
60"		EA	\$2,860.00	\$0.00
66"		EA	\$3,160.00	\$0.00
72"		EA	\$3,450.00	\$0.00
78"		EA	\$3,700.00	\$0.00
84"		EA	\$4,025.00	\$0.00
Tie-In to Existing Stub	1	EA	\$2,000.00	\$2,000.00
Pump Station		EA	Per Engineer	
Storm Water Separator PSMU40		EA	\$35,000.00	\$0.00
Storm Water Separator PSMU20		EA	\$12,000.00	\$0.00
Subtotal - Storm Drain				\$198,310.00

EXHIBIT C

BOND PRICE FORM

PROJECT TITLE:

BENCHMARK COURT & VENTURE WAY (PM 12166 Ph 3)

ENGINEER: Porter & Associates

DATE: August 17, 2020

JOB NUMBER: N/A

PREPARED BY: Kath MacNeill, Bolthouse Properties, LLC

CONSTRUCTION COSTS

Item Description	Estimated Quantity	Unit	Bond Prices	
			Unit Price	Amount
Sanitary Sewer				
PVC Pipe with 3' Min cover - includes trenching, backfill and fittings				
4"		LF	\$30.00	\$0.00
6"	555	LF	\$50.00	\$27,750.00
8"	814	LF	\$55.00	\$44,770.00
10"		LF	\$65.00	\$0.00
12"		LF	\$70.00	\$0.00
18"		LF	\$95.00	\$0.00
VCP Pipe with 3' Min cover - includes trenching, backfill and fittings				
4"		LF	\$35.00	\$0.00
6"		LF	\$55.00	\$0.00
8"		LF	\$60.00	\$0.00
10"		LF	\$65.00	\$0.00
12"		LF	\$70.00	\$0.00
Manholes				
Standard - 6' to 8' Deep		EA	\$2,600.00	\$0.00
- 9' to 12' Deep	1	EA	\$3,000.00	\$3,000.00
- 13' to 16' Deep	3	EA	\$3,600.00	\$10,800.00
Single Drop		EA	\$3,200.00	\$0.00
Multiple Drop		EA	\$3,400.00	\$0.00
Tie-In to Existing Manhole with Interior Drop		EA	\$5,000.00	\$0.00
Tie-In to Clean-Outs (To Grade)				
Connect to Existing	1	EA	\$5,000.00	\$5,000.00
4"		EA	\$525.00	\$0.00
6"		EA	\$650.00	\$0.00
8"		EA	\$700.00	\$0.00
Sewer Bore Steel Casing	24"	LF	\$275.00	\$0.00
Pump Station		EA	Per Engineer	
Subtotal - Sewer				\$91,320.00
Domestic Water Items				
Pipe (Includes trenching, backfill and fittings - No Valves)				
PVC Class 150	4"	LF	\$26.00	\$0.00
PVC Class 150	6"	LF	\$31.00	\$0.00
PVC Class 150	8"	LF	\$35.00	\$41,965.00
PVC Class 150	10"	LF	\$42.00	\$0.00
PVC Class 150	12"	LF	\$48.00	\$0.00
PVC Class 150	14"	LF	\$60.00	\$0.00
PVC Class 150	16"	LF	\$65.00	\$0.00
DIP Class 50	4"	LF	\$36.00	\$0.00
DIP Class 50	6"	LF	\$41.00	\$0.00
DIP Class 50	8"	LF	\$45.00	\$0.00
DIP Class 50	10"	LF	\$50.00	\$0.00
DIP Class 50	12"	LF	\$60.00	\$0.00
DIP Class 50	14"	LF	\$72.00	\$0.00
DIP Class 50	16"	LF	\$78.00	\$0.00
Road Bore	12"	LF	\$200.00	\$0.00
Valves (Mechanical Joints - Includes Installation)				
Gate	2"	EA	\$400.00	\$0.00
Gate	4"	EA	\$710.00	\$0.00
Gate	6"	EA	\$850.00	\$0.00
Gate	8"	EA	\$1,050.00	\$6,300.00
Gate	10"	EA	\$1,800.00	\$0.00
Gate	12"	EA	\$2,100.00	\$0.00
Valves (Flanged Joints - Includes Installation)				
Gate	4"	EA	\$950.00	\$0.00
Gate	6"	EA	\$1,500.00	\$0.00
Gate	8"	EA	\$2,600.00	\$0.00
Gate	10"	EA	\$2,800.00	\$0.00

EXHIBIT C

EXHIBIT C

BOND PRICE FORM

PROJECT TITLE:

BENCHMARK COURT & VENTURE WAY (PM 12166 Ph 3)

ENGINEER: Porter & Associates

DATE: August 17, 2020

JOB NUMBER: N/A

PREPARED BY: Kath MacNeill, Bolthouse Properties, LLC

CONSTRUCTION COSTS

Item Description	Estimated Quantity	Unit	Bond Prices	
			Unit Price	Amount
Gate 12"		EA	\$3,100.00	\$0.00
Butterfly 16"		EA	\$3,300.00	\$0.00
Valve Boxes	7	EA	\$510.00	\$3,570.00
Meter Boxes	1	EA	\$105.00	\$105.00
Blowoffs				
2" (with box & valve; add \$35/LF of Pipe >15')	2	EA	\$1,200.00	\$2,400.00
4" (with hydrant outlet; add \$30/LF of Pipe >15')	1	EA	\$2,000.00	\$2,000.00
Services				
3/4" single - long & short		EA	\$900.00	\$0.00
1" single - long & short		EA	\$1,100.00	\$0.00
1" double - long & short		EA	\$1,300.00	\$0.00
2" single (add \$24/LF of Pipe >15' from main to R/W)	1	EA	\$1,150.00	\$1,150.00
Fire Hydrant (including gate valve)	2	EA	\$4,000.00	\$8,000.00
Tie-In	2	EA	\$1,100.00	\$2,200.00
Plug & Block		EA	\$200.00	\$0.00
Subtotal - Domestic Water Items				\$67,690.00
SUB-TOTAL				\$740,015.85
20% CONTINGENCY				\$148,003.17
TOTAL				\$888,019.02

SECURITY BY LETTER OF CREDIT: Faithful Performance	100%	\$888,019.02
SECURITY BY LETTER OF CREDIT: Laborers & Materialmen	50%	\$444,009.51
SECURITY BY LETTER OF CREDIT: Maintenance	10%	\$88,801.90

Engineer's Seal and signature:

Kathryn MacNeill 09/22/2020
 Kathryn F. MacNeill, R.C.E. 60974, Exp. 12/31/2020 Date



EXHIBIT C



FIRST REPUBLIC BANK

It's a privilege to serve you®

IRREVOCABLE STANDBY LETTER OF CREDIT

Letter of Credit No. 210215526-22674401

Amount of U.S. \$888,019.02

Dated August 27, 2020

Beneficiary:
City of Bakersfield
Department of Public Works
1501 Truxtun Avenue
Bakersfield, CA 93301

Applicant:
Bolthouse Properties, LLC
11601 Bolthouse Drive, Suite 200
Bakersfield, CA 93311

On Behalf of
Bolthouse Development Company, LLC
11601 Bolthouse Drive, Suite 200
Bakersfield, CA 93311

Security for **Faithful Performance**

Ladies and Gentlemen:

Pursuant to the request of Bolthouse Properties, LLC (the "Applicant"), we, First Republic Bank, 111 Pine Street, San Francisco, California 94111 (the "Bank") hereby establish an irrevocable standby letter of credit in favor of City of Bakersfield (the "Beneficiary") for the maximum amount of U.S. \$888,019.02 (Eight Hundred Eighty-Eight Thousand Nineteen and 02/100 US Dollars), available by your draft(s) at sight drawn on us and accompanied by the following documents:

1. This original letter of credit together with all written amendments, and
2. Your signed certification stating that the Applicant has failed or neglected to perform one or more claims, costs, expenses or is otherwise in default in connection with Improvement Agreement for Parcel Map 12166 Phase 3 (Benchmark Court & Venture Way).

Or

Your signed certification that the Letter of Credit will expire within 60 days and that the Applicant has failed to furnish the City of Bakersfield with a new Letter of Credit or other form of security authorized by said agreement.

Partial drawings under the letter of credit are permitted. If a partial drawing is made, we will promptly return the original letter of credit to Beneficiary to facilitate subsequent drawings; we at our option may note on the letter of credit the amount of such partial drawing. For each partial draw, a standard fee applies payable by the Applicant.

Drafts under the Letter of Credit must reference the number above and the issuing date.

This standby letter of credit will expire on September 30, 2021.

This standby letter of credit may be cancelled prior to the expiry date upon the Bank's receipt at the above-noted address of the original standby letter of credit and the Beneficiary's signed letter addressed to the Bank requesting cancellation of the letter of credit. Such cancellation shall be effective on the date the Bank receives the documents noted herein.

This letter of credit is subject to the International Standby Practices 1998, International Chamber of Commerce, Publication No. 590 and (to the extent not inconsistent therewith) the Uniform Commercial Code in effect on that date hereof in the State of California.

First Republic Bank


By: 

Title: **Rosetta Collins Stewart**
Director

EXHIBIT D

San Francisco • Palo Alto • Los Angeles • Santa Barbara • Newport Beach • San Diego • Portland • Palm Beach • Boston • Greenwich • New York

111 PINE STREET, SAN FRANCISCO, CALIFORNIA 94111, TEL (415) 392-1400 OR (800) 392-1400, FAX (415) 392-1413

WWW.FIRSTREPUBLIC.COM • MEMBER FDIC AND  EQUAL HOUSING LENDER



FIRST REPUBLIC BANK

It's a privilege to serve you®

IRREVOCABLE STANDBY LETTER OF CREDIT

Letter of Credit No. 210215526-22674402

Amount of U.S. \$444,009.51

Dated August 27, 2020

Beneficiary:
City of Bakersfield
Department of Public Works
1501 Truxtun Avenue
Bakersfield, CA 93301

Applicant:
Bolthouse Properties, LLC
11601 Bolthouse Drive, Suite 200
Bakersfield, CA 93311

On Behalf of
Bolthouse Development Company, LLC
11601 Bolthouse Drive, Suite 200
Bakersfield, CA 93311

Security for **Laborers and Materialmen**

Ladies and Gentlemen:

Pursuant to the request of Bolthouse Properties, LLC (the "Applicant"), we, First Republic Bank, 111 Pine Street, San Francisco, California 94111 (the "Bank") hereby establish an irrevocable standby letter of credit in favor of City of Bakersfield (the "Beneficiary") for the maximum amount of U. S. \$444,009.51, (Four Hundred Forty-Four Thousand Nine and 51/100 US Dollars), available by your draft(s) at sight drawn on us and accompanied by the following documents:

1. This original letter of credit together with all written amendments, and
2. Your signed certification stating that the Applicant has failed or neglected to perform one or more claims, costs, expenses or is otherwise in default in connection with Improvement Agreement for Parcel Map 12166 Phase 3 (Benchmark Court & Venture Way).

Or

Your signed certification that the Letter of Credit will expire within 60 days and that the Applicant has failed to furnish the City of Bakersfield with a new Letter of Credit or other form of security authorized by said agreement.

Partial drawings under the letter of credit are permitted. If a partial drawing is made, we will promptly return the original letter of credit to Beneficiary to facilitate subsequent drawings; we at our option may note on the letter of credit the amount of such partial drawing. For each partial draw, a standard fee applies payable by the Applicant.

Drafts under the Letter of Credit must reference the number above and the issuing date.

This standby letter of credit will expire on December 31, 2021.

This standby letter of credit may be cancelled prior to the expiry date upon the Bank's receipt at the above-noted address of the original standby letter of credit and the Beneficiary's signed letter addressed to the Bank requesting cancellation of the letter of credit. Such cancellation shall be effective on the date the Bank receives the documents noted herein.

This letter of credit is subject to the International Standby Practices 1998, International Chamber of Commerce, Publication No. 590 and (to the extent not inconsistent therewith) the Uniform Commercial Code in effect on that date hereof in the State of California.

First Republic Bank

By:


Rosetta Collins Stewart

Title:

Director

EXHIBIT D

San Francisco • Palo Alto • Los Angeles • Santa Barbara • Newport Beach • San Diego • Portland • Palm Beach • Boston • Greenwich • New York

111 PINE STREET, SAN FRANCISCO, CALIFORNIA 94111, TEL (415) 392-1400 OR (800) 392-1400, FAX (415) 392-1413

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EXHIBIT E
Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/24/2020

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 Clifford & Bradford Insurance Agency 1800 19th Street Bakersfield CA 93301-4315		CONTACT NAME: Jo Griffith PHONE (A/C, No, Ext): 661-283-8100 E-MAIL: jogrif@cliffordandbradford.com ADDRESS: jogrif@cliffordandbradford.com FAX (A/C, No): 661-283-8111	
INSURED Bolthouse Land Company LLC Bolthouse Development Company LLC P O Box 20157 Bakersfield CA 93390		BOLTPRO-01	
INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURER A: United Financial Casualty Co.		11770	
INSURER B: West American Ins Co.		44393	
INSURER C: Oak River Insurance Company		34630	
INSURER D:			
INSURER E:			
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 1907915241 **REVISION NUMBER:**

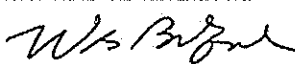
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	BLW60731579	12/12/2019	12/12/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 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	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		02444582-6	10/12/2019	10/12/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>					EACH OCCURRENCE \$ AGGREGATE \$ \$
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 <input type="checkbox"/> N/A	BOWC124550	8/1/2020	8/1/2021	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> 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: PM 12166 PHASE 3
CITY OF BAKERSFIELD, ITS MAYOR, COUNCIL, OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS ARE ADDITIONAL INSURED UNDER GENERAL LIABILITY PER ATTACHED FORM #CG2010 0413 AND CG2037 0413, WITH PRIMARY WORDING PER ATTACHED FORM #CG2001 0413. WAIVER OF SUBROGATION FOR GENERAL LIABILITY APPLIES PER ATTACHED FORM #CG2404 0509. WAIVER OF SUBROGATION FOR WORKERS COMPENSATION PER APPLIES PER ATTACHED FORM #WVC99 0410 C.

ANY ENDORSEMENTS ATTACHED AND/OR DESCRIBED HEREIN APPLY WITH RESPECTS TO THE OPERATIONS OF THE NAMED INSURED AS REQUIRED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS; SUBJECT TO STATUTE AND POLICY PROVISIONS.

CERTIFICATE HOLDER CITY OF BAKERSFIELD OFFICE OF RISK MANAGEMENT 1501 TRUXTUN AVE BAKERSFIELD CA 93301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  EXHIBIT E
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**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA
BLANKET BASIS**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

The additional premium for this endorsement shall be calculated by applying a factor of 2% to the total manual premium, with a minimum initial charge of \$350, then applying all other pricing factors for the policy to this calculated charge to derive the final cost of this endorsement.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule**Blanket Waiver**

Person/Organization	Blanket Waiver – Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
----------------------------	---

Job Description	Waiver Premium (prior to adjustments)
All CA Operations	350.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 08/01/2020

Policy No.: BOWC124550

Endorsement No.:

Insured:

Premium \$

Insurance Company: Oak River Insurance Company

Countersigned by _____

EXHIBIT E

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

CITY OF BAKERSFIELD
OFFICE OF RISK MANAGEMENT
1501 TRUXTUN AVE
BAKERSFIELD, CA 93301

Location And Description Of Completed Operations

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

PM 12166 PHASE 3 - BENCHMARK COURT & VENTURE WAY, BAKERSFIELD, CA

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

EXHIBIT E

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

CITY OF BAKERSFIELD
OFFICE OF RISK MANAGEMENT
1501 TRUXTUN AVE

BAKERSFIELD, CA 93301

Location(s) Of Covered Operations

RE: PM 12166 PHASE 3 - BENCHMARK CT AND VENTURE WAY, BAKERSFIELD, CA

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

EXHIBIT E

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement;
or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

EXHIBIT E

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

City of Bakersfield Office of Risk Management

1501 Truxtun Avenue

Bakersfield, CA 93301

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.

EXHIBIT E

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY -
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

EXHIBIT E

Parcel Map 12166

PHASE 3

CONSISTING OF 3 SHEETS IN THE CITY OF BAKERSFIELD
BEING A DIVISION OF LOT 2 OF LOT LINE ADJUSTMENT NO. 19-0338 AS EVIDENCED PER
CERTIFICATE OF COMPLIANCE RECORDED JANUARY 28, 2020 AS DOCUMENT NO. 220012121 O.R.,
ALSO BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 30 SOUTH, RANGE
26 EAST, M.D.B.&M. IN THE CITY OF BAKERSFIELD, COUNTY OF KERN, STATE OF CALIFORNIA.
9.474 ACRES GROSS
4 PARCELS – 2 LETTERED PARCELS

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF, OR HAVE SOME RIGHT, TITLE OR INTEREST IN AND TO, THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS MAP, AND THAT EXCEPT AS SHOWN ON THIS MAP AND STATEMENTS MADE A PART THEREOF, WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS CLEAR TITLE TO SAID PROPERTY AND WE HEREBY CONSENT TO THE MAKING OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE BOLD BORDER LINES, AND HEREBY DEDICATE FOR PUBLIC USE, THE STREET RIGHT-OF-WAYS OVER AND ACROSS THOSE PORTION OF PARCELS 1 THROUGH 4 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.

BOLTHOUSE DEVELOPMENT COMPANY, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BRUCE DAVIS, SENIOR VICE-PRESIDENT _____ DATE _____

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA }
COUNTY OF KERN } SS.

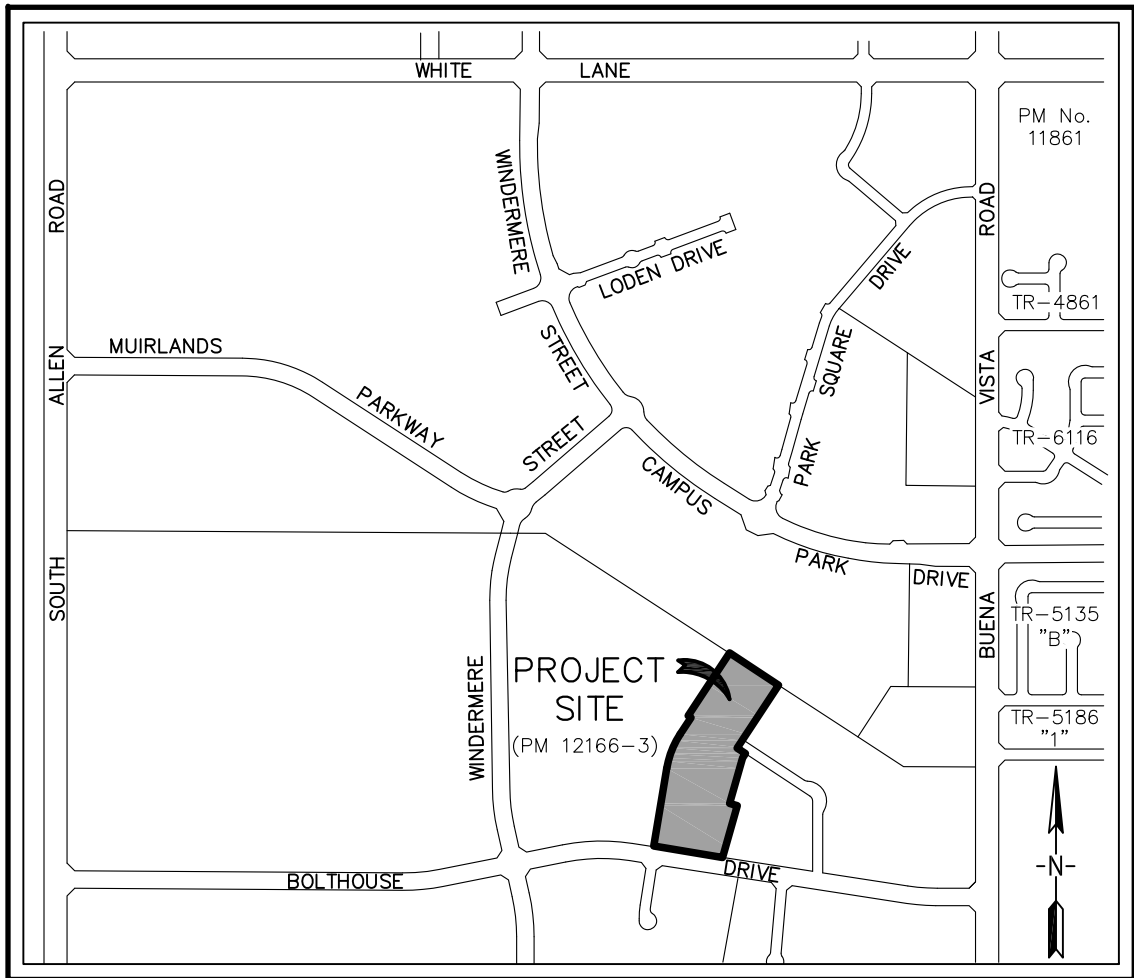
ON _____, _____, BEFORE ME, _____
A NOTARY PUBLIC, PERSONALLY APPEARED _____

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC
PRINTED NAME: _____
MY COMMISSION IS IN THE COUNTY OF KERN.
MY COMMISSION EXPIRES: _____
MY COMMISSION I.D. NO. _____



VICINITY MAP
NO SCALE

CITY ENGINEER'S STATEMENT

I, NICOLAS FIDLER, HAVE EXAMINED THIS MAP AND THAT THE SUBDIVISION SHOWN HEREIN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE APPROVED TENTATIVE MAP OR ANY APPROVED ALTERATIONS THEREOF. 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, THE STREETS SHOWN UPON THIS MAP AND HEREON OFFERED FOR DEDICATION AS BEING THE SAME ARE HEREBY ACCEPTED FOR PUBLIC USE SUBJECT TO CONSTRUCTION OF ALL IMPROVEMENTS BY THE SUBDIVIDER AND ACCEPTANCE FOR ALL IMPROVEMENTS BY THE CITY AND THOSE STREETS AND EASEMENTS NOTED TO BE ABANDONED ON THIS MAP ARE, IN ACCORDANCE WITH SECTION 66434(g) OF THE SUBDIVISION MAP ACT, HEREBY ABANDONED.

THIS MAP CONFORMS WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE, AND PURSUANT TO SECTION 66436 OF THE SUBDIVISION MAP ACT AND SECTION 16.08.020 OF THE CITY OF BAKERSFIELD MUNICIPAL CODE, THE SIGNATURES OF THE FOLLOWING ARE HEREBY WAIVED.

NAME
UNION OIL COMPANY OF CALIFORNIA

INTEREST
EASEMENT HOLDER PER:
BK. 1725, PG. 34 O.R. RECORDED JULY 26, 1950 (CANNOT BE LOCATED PER RECORD)

PACIFIC GAS AND ELECTRIC COMPANY

EASEMENT HOLDER PER:
BK. 3697, PG. 666 O.R., RECORDED FEBRUARY 27, 1964
DOCUMENT No. 0203148941 O.R., RECORDED JULY 24, 2003

CITY OF BAKERSFIELD

EASEMENT HOLDER PER:
PUBLIC UTILITY AND SIDEWALK EASEMENT DEDICATION IN FAVOR OF THE CITY OF BAKERSFIELD AS SHOWN ON PARCEL MAP 11838-3 RECORDED IN BOOK 59 OF PARCEL MAPS AT PAGE 190
STREET RIGHT-OF-WAY IN FAVOR OF THE CITY OF BAKERSFIELD PER DOCUMENT RECORDED OCTOBER 9, 2015 AS DOCUMENT NO. 0215142035 O.R.

PUBLIC UTILITY AND SIDEWALK EASEMENT DEDICATION IN FAVOR OF THE CITY OF BAKERSFIELD PER DOCUMENT RECORDED OCTOBER 9, 2015 AS DOCUMENT NO. 0215142036 O.R.

PUBLIC UTILITY AND SIDEWALK EASEMENT DEDICATION IN FAVOR OF THE CITY OF BAKERSFIELD PER DOCUMENT RECORDED JULY 6, 2011 AS DOCUMENT NO. 0211085784 O.R.

STREET RIGHT-OF-WAY IN FAVOR OF THE CITY OF BAKERSFIELD PER DOCUMENT RECORDED APRIL 25, 2019 AS DOCUMENT NO. 0219046784 O.R.

PUBLIC UTILITY AND SIDEWALK EASEMENT DEDICATION IN FAVOR OF THE CITY OF BAKERSFIELD PER DOCUMENT RECORDED DECEMBER 30, 2019 AS DOCUMENT NO. 0219175005 O.R.

VINTAGE PRODUCTION CALIFORNIA, LLC &
VINTAGE PETROLEUM, LLC

MINERAL RIGHTS HOLDER BELOW A DEPTH OF 500 FEET WITHOUT RIGHTS OF SURFACE ACCESS PER DOCUMENT No. 0212010378, O.R., RECORDED JANUARY 26TH, 2012

NICOLAS FIDLER C 61069 _____ DATE _____



ENGINEER'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF BOLTHOUSE DEVELOPMENT COMPANY, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY ON DECEMBER 2019. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS WITHIN ONE YEAR AFTER RECORDATION, OR PRIOR TO 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.

FRED W. PORTER R.C.E. 33448 _____ DATE _____



WEST MING SPECIFIC PLAN NOTE

THIS SUBDIVISION IS SUBJECT TO THE ADOPTED WEST MING SPECIFIC PLAN, AND ANY AMENDMENTS THERETO, AND DEVELOPMENT AGREEMENT NO. 07-310.

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.S. 7851 _____ DATE _____

RECORDER'S STATEMENT

FILED IN BOOK _____ OF PARCEL MAPS AT PAGE _____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF KERN, THIS _____ DAY OF _____, 202__ AT _____ M., AT THE REQUEST OF FRED PORTER

JON LIFQUIST
KERN COUNTY ASSESSOR/RECORDER

BY: _____
DEPUTY RECORDER

Parcel Map 12166
PHASE 3

CONSISTING OF 3 SHEETS IN THE CITY OF BAKERSFIELD
BEING A DIVISION OF LOT 2 OF LOT LINE ADJUSTMENT NO. 19-0338 AS EVIDENCED PER
CERTIFICATE OF COMPLIANCE RECORDED JANUARY 28, 2020 AS DOCUMENT NO. 220012121 O.R.,
ALSO BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 30 SOUTH, RANGE
26 EAST, M.D.B.&M. IN THE CITY OF BAKERSFIELD, COUNTY OF KERN, STATE OF CALIFORNIA.
9.474 ACRES GROSS
4 PARCELS - 2 LETTERED PARCELS



FRED W. PORTER R.C.E.33448

LEGEND

- FD. 6" CONC. MON. w/B.C. CAP MKD. "RCE 33448" PER P.M. NO. 12166-1 FILED IN P.M. BK. 60, PG. 60
- FD. 6" CONC. MON. w/B.C. CAP MKD. "RCE 33448" PER P.M. NO. 12135-1 FILED IN P.M. BK. 60, PG. 46
- FD. REBAR WITH CAP MKD. "RCE 33448" PER P.M. NO. 12166-1 FILED IN P.M. BK. 60, PG. 60
- FD. 2" IRON PIPE TAGGED "RCE 33448" PER P.M. NO. 12166-2 FILED IN P.M. BK. 61, PG. 13
- SET NAIL AND PENNY TAG MARKED "RCE 33448" ON FACE OF WALL AT PROJECTION OF SIDE LOT LINE.
- FD. NAIL & PENNY TAG MARKED "RCE 33448" IN SIDEWALK PER P.M. NO. 12166-2 FILED IN P.M. BK. 61, PG. 13
- { } RECORD DATA PER LOT LINE ADJUSTMENT NO. 19-0338 AS EVIDENCED PER CERTIFICATE OF COMPLIANCE RECORDED JANUARY 28, 2020 AS DOCUMENT NO. 220012121 O.R.
- [] RECORD DATA PER P.M. NO. 12166-1 FILED IN P.M. BK. 60, PG. 60
- SET 6" CONC. MON. WITH B.C. MARKED "RCE 33448" IN MON. ENCASEMENT
- SET 5/8" REBAR WITH PLASTIC CAP MARKED "RCE 33448"
- SET 2" IRON PIPE WITH TAG MARKED "RCE 33448"
- SET NAIL & TAG MARKED "RCE 33448" IN SIDEWALK
- EASEMENT INFORMATION NUMBER (SEE EASEMENT DESCRIPTION TABLE ON SHEET 3)
- EXISTING ABANDONED OIL WELL WITH 10' RADIUS NON-BUILDABLE SETBACK (SEE WELL DESCRIPTION TABLE BELOW)

O.R.= OFFICIAL RECORDS FD.= FOUND L.H.= LAMPHOLE COR.=
C.O.B.= CITY OF BAKERSFIELD P.M.= PARCEL MAP MKD.= MARKED SEC.= CORNER
CONC.= CONCRETE DOC.= DOCUMENT RAD.= RADIAL MON.= SECTION
BK./PG.= BOOK/PAGE B.C.= BRASS CAP I.P.= IRON PIPE MONUMENT
S.W.E.= SIDEWALK EASEMENT PUE= PUBLIC UTILITIES EASEMENT
W.F.E.= WALL FOOTING EASEMENT

BASIS OF BEARINGS

THE BEARING OF N 09°28'22" E AS SHOWN FOR THE CENTERLINE OF BENCHMARK COURT AS SHOWN ON LOT LINE ADJUSTMENT NO. 19-0338 AS EVIDENCED PER CERTIFICATE OF COMPLIANCE RECORDED JANUARY 28, 2020 AS DOCUMENT NO. 220012121 O.R.

NOTES

THE BOLD BORDER INDICATES THE BOUNDARY OF LAND SUBDIVIDED BY THIS MAP.
ALL DISTANCES AND DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.

EASEMENT NOTES

IN ACCORDANCE WITH SECTION 66434(g) OF THE SUBDIVISION MAP ACT, THE FOLLOWING EASEMENTS ARE HEREBY ABANDONED WITHIN THE BOUNDARY OF THIS MAP:
1) TEMPORARY TURNAROUND EASEMENT IN FAVOR OF THE CITY OF BAKERSFIELD, RECORDED OCTOBER 9, 2015 AS DOCUMENT NO. 0215142037 O.R.

EXISTING OIL WELL DESCRIPTION TABLE:

STREAM ENERGY, INC. "STATEX-KCL 67-13" (ABANDONED)

RECORDER'S STATEMENT

FILED IN BOOK _____ OF PARCEL MAPS AT PAGE _____ IN THE OFFICE OF THE
COUNTY RECORDER OF THE COUNTY OF KERN, THIS _____ DAY OF _____,
202__ AT _____ M., AT THE REQUEST OF FRED PORTER

JON LIFQUIST
KERN COUNTY ASSESSOR/RECORDER

DEPUTY RECORDER

Parcel Map 12166
PHASE 3

CONSISTING OF 3 SHEETS IN THE CITY OF BAKERSFIELD
BEING A DIVISION OF LOT 2 OF LOT LINE ADJUSTMENT NO. 19-0338 AS EVIDENCED PER
CERTIFICATE OF COMPLIANCE RECORDED JANUARY 28, 2020 AS DOCUMENT NO. 220012121 O.R.,
ALSO BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 30 SOUTH, RANGE
26 EAST, M.D.B.&M. IN THE CITY OF BAKERSFIELD, COUNTY OF KERN, STATE OF CALIFORNIA.
9.474 ACRES GROSS
4 PARCELS - 2 LETTERED PARCELS



FRED W. PORTER R.C.E.33448

LEGEND

- FD. 6" CONC. MON. w/B.C. CAP MKD. "RCE 33448" PER P.M. NO. 12166-1 FILED IN P.M. BK. 60, PG. 60
- FD. 6" CONC. MON. w/B.C. CAP MKD. "RCE 33448" PER P.M. NO. 12135-1 FILED IN P.M. BK. 60, PG. 46
- FD. REBAR WITH CAP MKD. "RCE 33448" PER P.M. NO. 12166-1 FILED IN P.M. BK. 60, PG. 60
- FD. 2" IRON PIPE TAGGED "RCE 33448" PER P.M. NO. 12166-2 FILED IN P.M. BK. 61, PG. 13
- SET NAIL AND PENNY TAG MARKED "RCE 33448" ON FACE OF WALL AT PROJECTION OF SIDE LOT LINE.
- FD. NAIL & PENNY TAG MARKED "RCE 33448" IN SIDEWALK PER P.M. NO. 12166-2 FILED IN P.M. BK. 61, PG. 13
- { } RECORD DATA PER LOT LINE ADJUSTMENT NO. 19-0338 AS EVIDENCED PER CERTIFICATE OF COMPLIANCE RECORDED JANUARY 28, 2020 AS DOCUMENT NO. 220012121 O.R.
- [] RECORD DATA PER P.M. NO. 12166-1 FILED IN P.M. BK. 60, PG. 60
- SET 6" CONC. MON. WITH B.C. MARKED "RCE 33448" IN MON. ENCASEMENT
- SET 5/8" REBAR WITH PLASTIC CAP MARKED "RCE 33448"
- SET 2" IRON PIPE WITH TAG MARKED "RCE 33448"
- SET NAIL & TAG MARKED "RCE 33448" IN SIDEWALK
- EASEMENT INFORMATION NUMBER (SEE EASEMENT DESCRIPTION TABLE ON SHEET 3)
- EXISTING ABANDONED OIL WELL WITH 10' RADIUS NON-BUILDABLE SETBACK (SEE WELL DESCRIPTION TABLE BELOW)
- BOLD BORDER
- O.R.= OFFICIAL RECORDS FD.= FOUND L.H.= LAMPHOLE COR.=
- C.O.B.= CITY OF BAKERSFIELD P.M.= PARCEL MAP MKD.= MARKED SEC.= CORNER
- CONC.= CONCRETE DOC.= DOCUMENT RAD.= RADIAL MON.= SECTION
- BK./PG.= BOOK/PAGE B.C.= BRASS CAP I.P.= IRON PIPE MONUMENT
- S.W.E.= SIDEWALK EASEMENT PUE= PUBLIC UTILITIES EASEMENT
- W.F.E.= WALL FOOTING EASEMENT

BASIS OF BEARINGS

THE BEARING OF N 09°28'22" E AS SHOWN FOR THE CENTERLINE OF BENCHMARK COURT AS SHOWN ON LOT LINE ADJUSTMENT NO. 19-0338 AS EVIDENCED PER CERTIFICATE OF COMPLIANCE RECORDED JANUARY 28, 2020 AS DOCUMENT NO. 220012121 O.R.

NOTES

THE BOLD BORDER INDICATES THE BOUNDARY OF LAND SUBDIVIDED BY THIS MAP.

ALL DISTANCES AND DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.

EASEMENT NOTES

IN ACCORDANCE WITH SECTION 66434(g) OF THE SUBDIVISION MAP ACT, THE FOLLOWING EASEMENTS ARE HEREBY ABANDONED WITHIN THE BOUNDARY OF THIS MAP:

1) TEMPORARY TURNAROUND EASEMENT IN FAVOR OF THE CITY OF BAKERSFIELD, RECORDED OCTOBER 9, 2015 AS DOCUMENT NO. 0215142037 O.R.

EXISTING OIL WELL DESCRIPTION TABLE:

STREAM ENERGY, INC. "STATEX-KCL 67-13" (ABANDONED)

RECORDER'S STATEMENT

FILED IN BOOK _____ OF PARCEL MAPS AT PAGE _____ IN THE OFFICE OF THE
COUNTY RECORDER OF THE COUNTY OF KERN, THIS _____ DAY OF _____,
202__ AT _____ M., AT THE REQUEST OF FRED PORTER

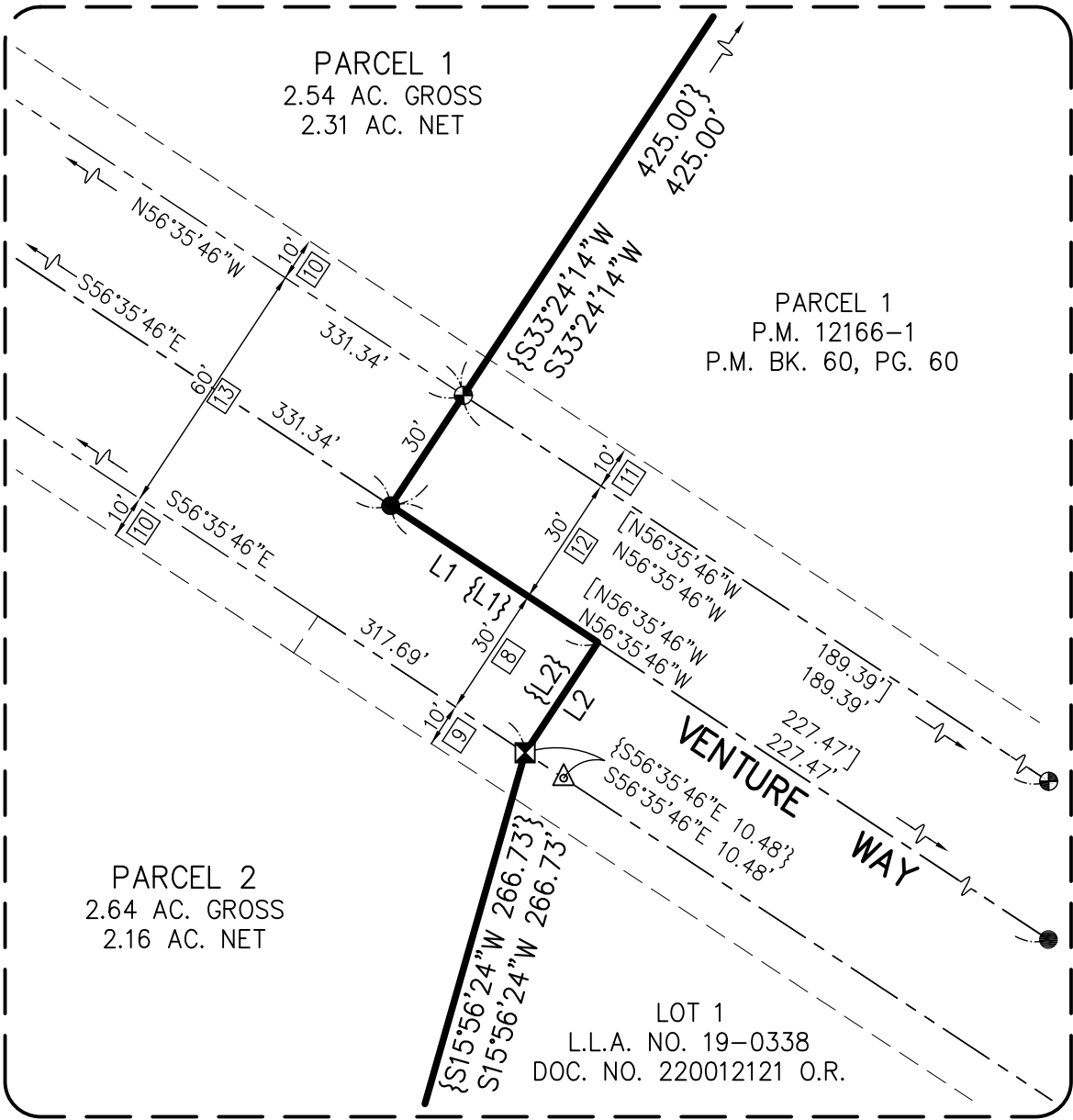
JON LIFQUIST
KERN COUNTY ASSESSOR/RECORDER

BY: _____
DEPUTY RECORDER

SHEET 3 OF 3 SHEETS

EASEMENT DESCRIPTION TABLE:

- PIPELINE EASEMENT IN FAVOR OF UNION OIL COMPANY OF CALIFORNIA, RECORDED JULY 26, 1950 IN BK. 1725, PG. 34 O.R. (CANNOT BE PLOTTED FROM RECORD INFORMATION).
- 15' WIDE PIPELINE EASEMENT IN FAVOR OF PACIFIC GAS AND ELECTRIC COMPANY, RECORDED FEBRUARY 27, 1964 IN BOOK 3697, PAGE 666 O.R.
- 35' & 50' WIDE PIPELINE EASEMENT IN FAVOR OF PACIFIC GAS AND ELECTRIC COMPANY, RECORDED JULY 24, 2003 AS INSTRUMENT NO. 0203148941 O.R.
- STREET RIGHT-OF-WAY DEDICATION IN FAVOR OF THE CITY OF BAKERSFIELD AS SHOWN ON PARCEL MAP 11838-3 RECORDED IN BOOK 59 OF PARCEL MAPS AT PAGE 190 (FOR REFERENCE ONLY-OUTSIDE MAP BOUNDARY)
- PUBLIC UTILITY AND SIDEWALK EASEMENT DEDICATION IN FAVOR OF THE CITY OF BAKERSFIELD AS SHOWN ON PARCEL MAP 11838-3 RECORDED IN BOOK 59 OF PARCEL MAPS AT PAGE 190
- 50' NON-HABITABLE BUILDING SETBACK FROM CENTERLINE OF HIGH PRESSURE GAS PIPELINE AS SHOWN ON PARCEL MAP 11838-3 RECORDED IN BOOK 59 OF PARCEL MAPS AT PAGE 190 AND PARCEL MAP 12166-1 RECORDED IN BOOK 60 OF PARCEL MAPS AT PAGE 60
- 10' NON-HABITABLE BUILDING SETBACK FROM CENTER OF ABANDONED OIL WELL PER DISCLOSURE COVENANT RECORDED JANUARY 20, 2015 AS DOCUMENT NO. 0215006719 O.R.
- STREET RIGHT-OF-WAY IN FAVOR OF THE CITY OF BAKERSFIELD PER DOCUMENT RECORDED OCTOBER 9, 2015 AS DOCUMENT NO. 0215142035 O.R.
- PUBLIC UTILITY AND SIDEWALK EASEMENT DEDICATION IN FAVOR OF THE CITY OF BAKERSFIELD PER DOCUMENT RECORDED OCTOBER 9, 2015 AS DOCUMENT NO. 0215142036 O.R.
- PUBLIC UTILITY AND SIDEWALK EASEMENT DEDICATION IN FAVOR OF THE CITY OF BAKERSFIELD PER DOCUMENT RECORDED DECEMBER 30, 2019 AS DOCUMENT NO. 0219175005 O.R.
- PUBLIC UTILITY AND SIDEWALK EASEMENT DEDICATION IN FAVOR OF THE CITY OF BAKERSFIELD AS SHOWN ON PARCEL MAP 12166-1 RECORDED IN BOOK 60 OF PARCEL MAPS AT PAGE 60 (FOR REFERENCE ONLY-OUTSIDE MAP BOUNDARY)
- STREET RIGHT-OF-WAY DEDICATION IN FAVOR OF THE CITY OF BAKERSFIELD AS SHOWN ON PARCEL MAP 12166-1 RECORDED IN BOOK 60 OF PARCEL MAPS AT PAGE 60 (FOR REFERENCE ONLY-OUTSIDE MAP BOUNDARY)
- STREET RIGHT-OF-WAY IN FAVOR OF THE CITY OF BAKERSFIELD PER DOCUMENT RECORDED APRIL 25, 2019 AS DOCUMENT NO. 0219046784 O.R.
- PUBLIC UTILITY AND SIDEWALK EASEMENT DEDICATION IN FAVOR OF THE CITY OF BAKERSFIELD PER DOCUMENT RECORDED JUNE 19, 2020 AS DOCUMENT NO. 220078182 O.R. (FOR REFERENCE ONLY-OUTSIDE MAP BOUNDARY)



A
3 AREA DETAIL
SCALE: 1"=40'

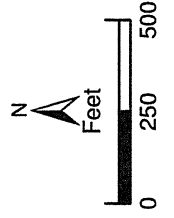
Exhibit "B"

RVTPM 12166 (Phased)

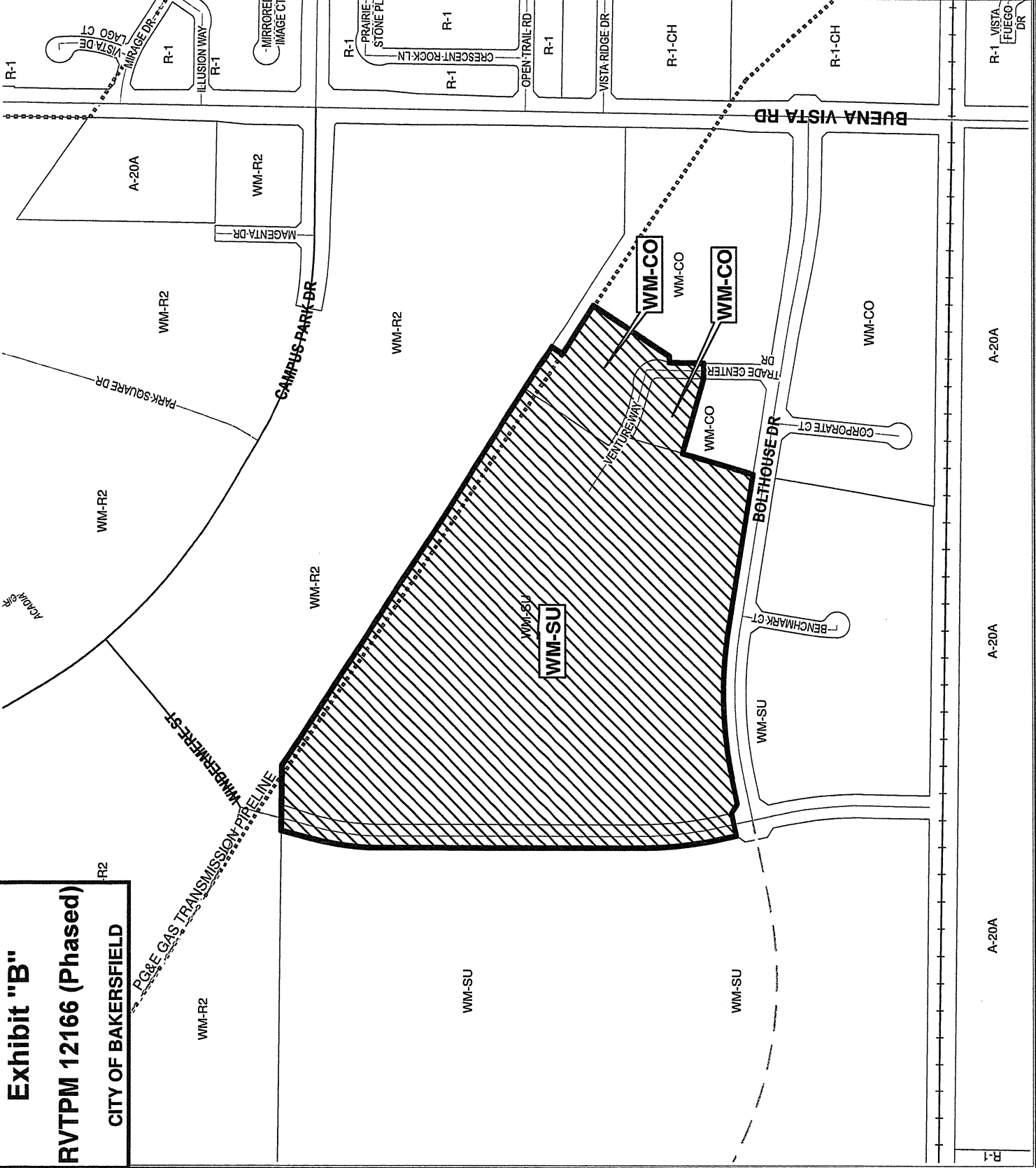
CITY OF BAKERSFIELD

LEGEND (ZONE DISTRICTS)

- R-1 One Family Dwelling
6,000 sq. ft. min lot size
- R-1.5 One Family Dwelling
4,500 sq. ft. min lot size
- E Estate
10,000 sq. ft. min lot size
- R-S Residential Suburban
24,000 sq. ft./dwelling unit
- R-S-1 Residential Suburban
1.25, 5 or 10 min lot size
- R-2 Limited Multiple Family Dwelling
4,500 sq. ft. min lot size (single family)
- 6,000 sq. ft. min lot size (multifamily)
- 2,500 sq. ft. lot area/dwelling unit
- R-3 Multiple Family Dwelling
6,000 sq. ft. min lot size
- 1,250 sq. ft. lot area/dwelling unit
- R-4 High Density Multiple Family Dwelling
6,000 sq. ft. min lot size
- 600 sq. ft. lot area/dwelling unit
- R-H Residential Holding
20 acre min lot size
- A Agriculture
6,000 sq. ft. min lot size
- A-20A Agriculture
20 acre min lot size
- PUD Planned Unit Development
- TT Travel Trailer Park
- MH Mobilehome
- C-O Professional and Administrative Office
- C-1 Neighborhood Commercial
- C-2 Regional Commercial
- C-C Commercial Center
- C-B Central Business
- PCD Planned Commercial Development
- M-1 Light Manufacturing
- M-2 General Manufacturing
- M-3 Heavy Industrial
- P Automobile Parking
- RE Recreation
- Ch Church Overlay
- OS Open Space
- HOSP Hospital Overlay
- AD Architectural Design Overlay
- FP-P Floodplain Primary
- FP-S Floodplain Secondary
- AA Airport Approach
- DI Drilling Island
- PE Petroleum Extraction Combining
- SC Senior Citizen Overlay
- HD Hillside Development Combining
- WH- West Wing Specific Plan



Document Name: 2017_06_03x



ADMINISTRATIVE REPORT

MEETING DATE: 11/4/2020

Consent – Agreements o.

TO: Honorable Mayor and City Council
FROM: Nick Fidler, Public Works Director
DATE: 10/16/2020
WARD: Ward 5
SUBJECT: Transportation Impact Fee Credit Agreement with Summit Capital Ventures, Inc. (not to exceed \$39,665.42), for construction of South Allen Road along the frontage of Tentative Tract 6578.

STAFF RECOMMENDATION:

Staff recommends approval of the agreement.

BACKGROUND:

The Metropolitan Bakersfield Transportation Impact Fee program assures that new development bears a proportionate share of the cost of capital expenditures necessary to provide a regional transportation system consistent with the Circulation Element of the Metropolitan Bakersfield General Plan. Funds collected from transportation impact fees are used for the purpose of capital improvements to transportation facilities contained within the Regional Transportation Facilities List. Such improvements shall be of the type as are made necessary by new development, including, but not limited to widening of roadways or installation of a traffic signal. No funds generated by the program are used for periodic or routine maintenance.

When a developer is required to construct an improvement that is on the Regional Transportation Facilities List for the Metropolitan Bakersfield Transportation Impact Fee, the developer is eligible to receive a credit against his traffic impact fees for that project. The developer must submit a credit request, project description, and a complete cost estimate consistent with the unit costs established by the facilities list.

As a requirement of development of Tentative Tract Map 6578, Summit Capital Ventures, Inc. has constructed one northbound lane of South Allen Road along the frontage of above-noted tract. The City has listed this Improvement on the Phase III Regional Transportation Facilities List as required facilities for the orderly development of the transportation infrastructure required by the expected development of the Metropolitan Bakersfield General Plan. The City has budgeted \$39,665.42 for the construction of this Improvement.

Summit Capital Ventures, Inc. wishes to receive a transportation impact fee credit (not to exceed

\$39,665.42) for the construction of the above-listed Improvement.

ATTACHMENTS:

Description	Type
▣ TIF Credit Agr Summit Capital Ventures	Agreement

AGREEMENT NO. _____

TRANSPORTATION IMPACT FEE CREDIT AGREEMENT

This **TRANSPORTATION IMPACT FEE CREDIT AGREEMENT** ("Agreement") is made and entered into on _____, by and between the **CITY OF BAKERSFIELD**, a Charter city and municipal corporation, ("CITY" herein) and **SUMMIT CAPITAL VENTURES, INC.**, a corporation authorized to do business in California ("DEVELOPER" herein).

RECITALS

WHEREAS, DEVELOPER is developing Tentative Tract Map 6578 ("Project") located at Bakersfield, California; and

WHEREAS, development of the Project requires the construction of one northbound lane of Allen Road along the frontage of Tentative Tract Map 6578 Phase 9 (RTIF Project #B18), as more specifically detailed on **Exhibit B**, attached hereto and incorporated herein by this reference (the "Improvements"); and

WHEREAS, DEVELOPER is obligated to pay Regional Transportation Impact Fees upon issuance of building permits within the Project (the "Fees"); and

WHEREAS, CITY lists the Improvements on the Phase III Regional Transportation Facilities List as a required facility for the orderly development of the transportation infrastructure required by the expected development of the Metropolitan Bakersfield General Plan; and

WHEREAS, CITY has budgeted \$39,665.42 for the construction of the Improvements; and

WHEREAS, to offset some or all of the Fees, DEVELOPER has constructed the Improvements in accordance with plans and specifications approved by CITY; and

WHEREAS, CITY has agreed to allow DEVELOPER to construct the Improvements as an offset to some or all of the Fees as provided in Bakersfield Municipal Code section 15.84.090B.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and DEVELOPER mutually agree as follows:

1. **IMPROVEMENTS CONSTRUCTED.** DEVELOPER has constructed improvements in accordance with approved plans and specifications. DEVELOPER has previously posted the security required by CITY and provided to CITY the required insurance documents.
2. **CREDIT.** Subject to the following, CITY will allow DEVELOPER to offset the Fees owed by the actual cost to design and construct the Improvements in an amount not to exceed \$39,665.42 (the "Credit").
 - 2.1. DEVELOPER will receive a credit equal to the cost to design and construct the improvements as outlined on the Engineer's Estimate, attached hereto and incorporated herein by this reference as **Exhibit A.**
 - 2.2. DEVELOPER has provided CITY with written documentation of the actual costs to design and construct the Improvements.
 - 2.3. Except as provided to the contrary in Section 3 of the Agreement, the Credit belongs to DEVELOPER and may not be assigned. It is DEVELOPER's obligation to notify CITY if any portion of the Project has been transferred to another party, person, or entity. If DEVELOPER fails to notify CITY of the transfer, and CITY inadvertently issues some or all of the Credit to a third party as a result of DEVELOPER's failure, the portion of the Credit issued the third party will be discounted from the amount of the Credit available to DEVELOPER.
3. **ASSIGNMENT.** DEVELOPER shall have the right to assign or transfer this Agreement and/or any of its rights, interests, duties, liabilities, obligations or responsibilities to an affiliate of DEVELOPER or to a person or entity acquiring all or any portion of the Project, upon written notice thereof given to CITY. Except as provided to the contrary in the preceding sentence, 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 without the prior written consent of the non-assigning party or parties. Except as provided to the contrary in the first sentence of this Section 3, absent the prior written approval of the non-assigning party or parties, any 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.

4. **MISCELLANEOUS.**

- 4.1. **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. 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.
- 4.2. **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.
- 4.3. **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
Attn: Nick Fidler, Public Works Director
1600 Truxtun Avenue
Bakersfield, California, 93301
Telephone: (661) 326-3724

DEVELOPER: SUMMIT CAPITAL VENTURES, INC.
8725 Swigert Court
Bakersfield, CA 93311
Telephone: (661) 587-0717

- 4.4. **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.
- 4.5. **INTERPRETATION.** Whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural.
- 4.6. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which will be considered as an original and be effective as such.

4.7. 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 to be 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 that this Agreement constitute the complete and exclusive statement of its terms, and no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding involving this Agreement. This Agreement may be modified only in a writing approved by the City Council and signed by all the parties.

4.8. NEGATION OF PARTNERSHIP. CITY shall not become or be deemed to be a partner or joint-venturer with DEVELOPER or associate in any such relationship with DEVELOPER by reason of the provisions of this Agreement. DEVELOPER shall not for any purpose be considered an agent, officer, or employee of CITY.

4.9. INDEMNITY. DEVELOPER shall indemnify, defend, and hold harmless CITY, its CITY's officers, agents, and employees against any and all liability, claims, actions, causes of action, or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by DEVELOPER or DEVELOPER's employees, agents, independent contractors, companies, or subcontractors in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by a party indemnified hereunder, except for CITY's negligence or willful misconduct.

4.10. 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.

4.11. 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.

4.12. 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.

- 4.13. NON-INTEREST.** No CITY officer or employee shall hold any interest in this Agreement (California Government Code section 1090).
- 4.14. ACCEPTANCE OF WORK OR SERVICES.** 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.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, the day and year first-above written.

CITY

DEVELOPER

CITY OF BAKERSFIELD

SUMMIT CAPITAL VENTURES, INC.

By: _____
KAREN GOH, Mayor

By: Gregg Balfanz
Print Name: GREGG BALFANZ
Title: CFO

APPROVED AS TO CONTENT:
PUBLIC WORKS DEPARTMENT

By: _____
NICK FIDLER
Public Works Director

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
JOSHUA RUDNICK
Deputy City Attorney

COUNTERSIGNED:

By: _____
RANDY McKEEGAN
Finance Director

Attachments: Exhibit A – Engineer's Estimate
 Exhibit B – Improvements
 Exhibit C – Tracts Eligible for TIF Credit

EXHIBIT A

RTIF REIMBURSEMENT ESTIMATE

for City of Bakersfield

TRACT NO. 6578 Unit 9 - Summit Capital Ventures, Inc.

Date: 10/8/2020

Job No: 3164

Prepared By: LGH/FP2

Item No.	Item Description	Qty	Unit	Contractor Unit \$	Item \$
Street Improvements South Allen Road Sta 29+20.48 to Sta 36+40.03					
12' Wide Northbound Lane (8,637 sf)					
1.	A.C. Paving (0.45')	291	tns	\$84.00	\$24,444
2.	Aggregate Base (1.50')	480	cy	\$40.00	\$19,200
3.	Compacted Native (0.55')	528	cy	\$14.65	\$7,735
Right Turn Lane (3,302 sf)					
4.	A.C. Paving (0.45')	111	tns	\$84.00	\$9,324
5.	Aggregate Base (1.50')	183	cy	\$40.00	\$7,320
6.	Compacted Native (0.55')	202	cy	\$14.65	\$2,959
Portion of Dual Left Turn Lane (4,527 sf)					
7.	A.C. Paving (0.45')	153	tns	\$84.00	\$12,852
8.	Aggregate Base (1.50')	252	cy	\$40.00	\$10,080
9.	Compacted Native (0.55')	277	cy	\$14.65	\$4,058
SUBTOTAL COSTS					\$97,973
Fees					
10.	Engineering Fees (5% Costs)				\$4,899
11.	Construction Admin, Staking, Testing (8% Costs)				\$7,838
SUBTOTAL FEES					\$12,736
TOTAL					\$110,709

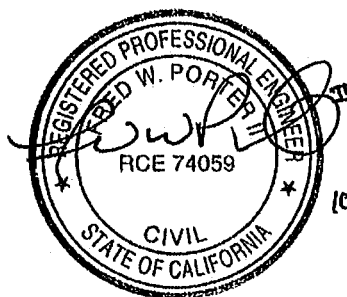
RTIF FEE CREDIT AVAILABLE B18 Allen Road

From Panama Lane to Ming Avenue 3.00 miles, 2 lanes funded, 6 Lane Miles, \$291,657.50 per Lane Mile

Tract 6578 Unit 9 from Sta 29+20.48 to Sta 36+40.03 = 0.136 Lane Miles * \$291,657.50/Lane Mile = **\$39,665.42**

- NOTES:**
1. This is an Estimate for RTIF Reimbursement Agreement
 2. Contractor Unit Costs Provided By Burtch Construction

Prepared by **Porter & Associates, Inc.**
1200 - 21st Street
Bakersfield, CA 93301



PORTER & ASSOCIATES, INC.
ENGINEERING & SURVEYING
1200 21st St, Bakersfield, CA 93301
661.327.0362 FAX 661.327.1065



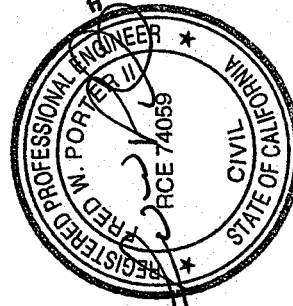
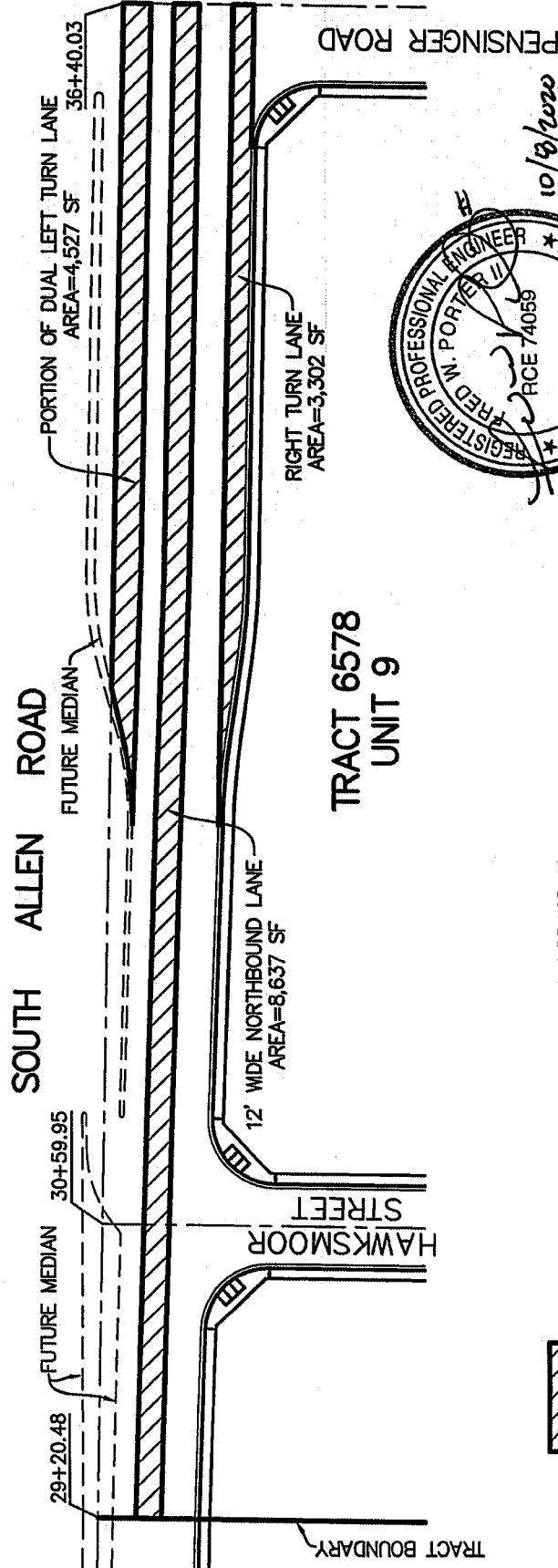
EXHIBIT "B" TRACT 6578 - UNIT 9 SOUTH ALLEN ROAD RTIF REIMBURSEMENT

DATE: 10/08/2020
JOB No. 3164
ENGINEER: FP2
DRAFTSMEN: LGH
SHEET

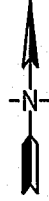
1

OF 1 SHEETS

J:\3164\Bosemap\3164-BM.dwg 10/08/20 fredwporter



10/8/2020



SCALE: 1"=80'



Exhibit C

The following tract(s) will receive a Transportation Impact Fee credit (not to exceed \$39,665.42) for improvements constructed on Allen Road south of Pensinger Road along the frontage of Tract 6578 Phase 9:

Tract 6578

Tract 7335

ADMINISTRATIVE REPORT

MEETING DATE: 11/4/2020

Consent – Agreements p.

TO: Honorable Mayor and City Council
FROM: Nick Fidler, Public Works Director
DATE: 10/21/2020
WARD:
SUBJECT: Agreement with AECOM Technical Services, Inc. (\$77,500; until December 31, 2023), to provide design and engineering services for Wastewater Treatment Plant No. 3 Primary Clarifiers Rehabilitation Project.

STAFF RECOMMENDATION:

Staff recommends approval of the agreement.

BACKGROUND:

Wastewater Treatment Plant No. 3 has eight primary clarifiers that remove organic solids from the wastewater; the efficiency of which can impact the plant's overall treatment capability. Four of the eight primary clarifiers were rehabilitated recently and this project will rehabilitate the remaining four. The project will consist of repairing and recoating the metal and concrete surfaces, and replacing minor metal components that are beyond repair. The work will be completed in two phases with two clarifiers being rehabilitated at a time. The design phase of the first two clarifiers will occur during FY 20/21 and construction to occur in FY 21/22. The design phase of the remaining two clarifiers will occur during FY 21/22 and construction will take place in FY 22/23.

On September 1, 2020, City released a Request for Qualifications and Proposals to select a design consultant to provide design and engineering services for Wastewater Treatment Plant No. 3 Primary Clarifiers Rehabilitation Project. On October 6, 2020, the City received one Statement of Qualifications (SOQ) from the following consultant along with their fee proposal:

- AECOM Technical Services, Inc. (AECOM)

The SOQ submitted by AECOM demonstrated they are qualified to provide the services requested. Their fee proposal of \$77,500 to complete the design work of all four clarifiers is within budget.

City staff recommends approval of an agreement with AECOM based on their qualifications and proposal being the most favorable to the City. The term of the agreement extends into FY 23/24

for project close out and for any unforeseen issues that may delay the project.

Sufficient funds are budgeted in the Sewer Enterprise Fund to fund this agreement. Therefore, there is no impact to the General Fund associated with this agreement.

ATTACHMENTS:

Description		Type
<input type="checkbox"/>	Agreement	Agreement
<input type="checkbox"/>	Exhibit A	Exhibit
<input type="checkbox"/>	Exhibit B	Exhibit

AGREEMENT NO._____

DESIGN CONSULTANT AGREEMENT

This **DESIGN CONSULTANT AGREEMENT** is made and entered into on _____ ("Effective Date"), by and between the **CITY OF BAKERSFIELD**, a municipal corporation ("CITY"), and **AECOM Technical Services, Inc.**, a California Corporation. ("DESIGN CONSULTANT").

R E C I T A L S

WHEREAS, CITY is currently developing the Wastewater Treatment Plant No. 3 Primary Clarifiers #1 - #4 Rehabilitation Project (the "Project"); and

WHEREAS, since CITY does not have expertise currently on staff to design and engineer the Project, CITY has issued a Request for Qualifications and Proposals ("Request") for those services; and

WHEREAS, after reviewing the Request dated September 1st, 2020, and being satisfied that it understands the Project's requirements, DESIGN CONSULTANT has submitted a response to the Request, which includes a scope of work and cost proposal; and

WHEREAS, DESIGN CONSULTANT represents that it is experienced in the fields of design and engineering as required for the Project and that all of its officers, partners, and/or principals are licensed professionals in engineering, design, or similar professional areas with the appropriate professional degrees; and

WHEREAS, DESIGN CONSULTANT also represents that it has an adequate number of properly licensed and experienced employees on its staff to accomplish the Scope of Work, as defined below, and that it is competent to undertake the Scope of Work; and

WHEREAS, based on these representations and all other representations made by DESIGN CONSULTANT to CITY, CITY desires to retain DESIGN CONSULTANT to perform the Scope of Work.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and DESIGN CONSULTANT mutually agree as follows:

1. **SCOPE OF WORK.** In exchange for the Compensation (defined below), DESIGN CONSULTANT must competently and thoroughly design and engineer the Project as more specifically described in the Request, attached hereto as **Exhibit A** and incorporated herein by reference. DESIGN CONSULTANT's services shall include all the procedures necessary to properly complete the Scope of Work, whether specifically included in the Scope of Work or not.
2. **COMPENSATION/PAYMENT PROCEDURE.** In exchange for performing the Scope of Work and subject to the terms of this section, CITY will pay DESIGN CONSULTANT as follows ("Compensation"):

Fixed Fee. CITY will pay DESIGN CONSULTANT a fixed fee of Seventy Seven Thousand Five Hundred dollars (\$ 77,500.00) on a monthly basis based upon the percentage of the Scope of Work completed as described in the submitted proposal, attached hereto as **Exhibit B** and incorporated by reference herein. This fixed fee will not be altered unless there is a significant alteration in the scope, complexity, or character of the Scope of Work.

CITY will pay DESIGN CONSULTANT within 30 days after DESIGN CONSULTANT 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 DESIGN CONSULTANT 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 DESIGN CONSULTANT. In no case will CITY compensate DESIGN CONSULTANT more than \$ 77,500.00 for performing the Scope of Work.

3. **TERM.** Unless terminated sooner as set forth herein, this Agreement shall terminate on December 31st, 2023.
4. **TERMINATION FOR CAUSE.** If at any time CITY becomes dissatisfied with the DESIGN CONSULTANT's performance under this Agreement, CITY may terminate this Agreement after providing DESIGN CONSULTANT with ten-days written notice.
5. **STARTING WORK.** DESIGN CONSULTANT shall not begin work until authorized to do so in writing by CITY. No work will be authorized before the Effective Date.
6. **TIME FOR COMPLETION.** DESIGN CONSULTANT must complete all assigned tasks set forth in the Scope of Work no later than December 31st, 2023.

7. **CONTRACT ADMINISTRATOR.**

CITY's Contract Administrator is:

Sameena Gill
City of Bakersfield
Public Works Wastewater Division
6901 McCutchen Road
Bakersfield, California 93313
Telephone: (661) 326-3249

DESIGN CONSULTANT's Project Manager shall be designated as:

William Black
AECOM Technical Services, Inc.
5001 E Commercenter Drive, Suite 100
Bakersfield, CA 93309
Telephone: (661) 283-2323

The Contract Administrator and the Project Manager shall be the primary contact persons for CITY and DESIGN CONSULTANT, respectively.

8. **COMPLIANCE WITH ALL LAWS.** DESIGN CONSULTANT shall, at DESIGN CONSULTANT's sole cost, comply with all applicable 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.
9. **INDEPENDENT CONTRACTOR.** This Agreement calls for DESIGN CONSULTANT's performance of the Scope of Work as an independent contractor. DESIGN CONSULTANT is not an agent or employee of 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 DESIGN CONSULTANT other than that of an independent contractor.
10. **DIRECTION.** DESIGN CONSULTANT retains the right to control or direct the manner in which the services described herein are performed.
11. **EQUIPMENT.** DESIGN CONSULTANT will supply all equipment, tools, materials and supplies necessary to perform the services under this

Agreement.

12. **KEY PERSONNEL.** DESIGN CONSULTANT shall name all key personnel to be assigned to perform the Scope of Work. All key personnel shall be properly licensed and experienced for the work to be performed under this Agreement. DESIGN CONSULTANT 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, DESIGN CONSULTANT shall not change such personnel without CITY's written approval.
13. **LICENSES.** DESIGN CONSULTANT shall, at DESIGN CONSULTANT's sole cost and expense, have at the time of bidding or proposal submission and shall keep in full force and effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for DESIGN CONSULTANT to practice its profession in the State of California and perform the Scope of Work. DESIGN CONSULTANT must also ensure that all employees or subcontractors assigned to perform any portion of the Scope of Work are properly licensed. If DESIGN CONSULTANT is a corporation, at least one officer or key employee shall hold the required licenses or professional degrees. If DESIGN CONSULTANT is a partnership, at least one partner shall hold the required licenses or professional degrees. DESIGN CONSULTANT must provide proof that the requirements of this section are met when requested by CITY.
14. **CONFLICTS OF INTEREST.** DESIGN CONSULTANT hereby represents that both corporately and individually the firm and its employees and subconsultants:
 - 14.1 Do not have, and will not have, financial interest in either the success or failure of any project which is dependent upon DESIGN CONSULTANT's performance of the Scope of Work; and
 - 14.2 Are not currently, and will not be, employed by or under contract to any contractor who may be awarded the contract to construct the Project.
15. **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.

16. **ACCEPTANCE OF WORK.** CITY's acceptance of work or payment for work shall not constitute a waiver of any portion or any provision of this Agreement.

17. **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.

18. **INSURANCE.**

18.1 **Types and Limits of Insurance.** In addition to any other insurance or security required under this Agreement, DESIGN CONSULTANT must procure and maintain, for the duration of this Agreement, the types and limits of insurance below ("Basic Insurance Requirements").

18.1.1 **Professional liability insurance,** providing coverage on claims made basis for errors and omissions with limits of not less than \$1,000,000 per occurrence.

18.1.2 **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.

18.1.3 **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:

18.1.3.1 Provide contractual liability coverage for the

terms of this Agreement;

18.1.3.2 Provide products and completed operations coverage;

18.1.3.3 Provide premises, operations, and mobile equipment coverage; and

18.1.3.4 Contain an additional insured endorsement in favor of CITY and its mayor, council, officers, agents, employees, and designated volunteers.

18.1.4 **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, DESIGN CONSULTANT 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, DESIGN CONSULTANT 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.

18.2 General Provisions Applying to All Insurance Types.

18.2.1 All policies required of DESIGN CONSULTANT must be written on a first-dollar coverage basis, or contain a deductible provision. Subject to CITY's advance approval, DESIGN CONSULTANT 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.

- 18.2.2** Except for professional liability insurance, all policies required of DESIGN CONSULTANT 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 DESIGN CONSULTANT's insurance and must not contribute with it.
- 18.2.3** 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.
- 18.2.4** 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.
- 18.2.5** Full compensation for all premiums which the DESIGN CONSULTANT 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.
- 18.2.6** It is further understood and agreed by DESIGN CONSULTANT that its liability to CITY will not in any way be limited to or affected by the amount of insurance obtained and carried by DESIGN CONSULTANT in

connection with this Agreement.

- 18.2.7** 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 DESIGN CONSULTANT, and all subcontractors must agree in writing to be bound by the provisions of this section.

- 19. THIRD PARTY CLAIMS.** In the case of public works contracts CITY will timely notify DESIGN CONSULTANT of third party claims relating to this contract. CITY shall be allowed to recover from DESIGN CONSULTANT, and DESIGN CONSULTANT shall pay on demand, all costs of notification.

20. INDEMNITY.

- 20.1** DESIGN CONSULTANT 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, arising from DESIGN CONSULTANT's negligence, fraud, willful misconduct, criminal conduct, errors and omissions, or breaches of contract, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by DESIGN CONSULTANT or DESIGN CONSULTANT'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.

- 20.2** To the extent Civil Code Section 2782.8 is applicable to this Agreement, the DESIGN CONSULTANT 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, against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, that only arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of DESIGN CONSULTANT. In no event shall the cost to defend charged to the design professional exceed the design professional's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional

shall meet and confer with other parties regarding unpaid defense costs. The duty to indemnify, including the duty and the cost to defend, is limited as provided in this section. This section shall not be waived or modified by contractual agreement, act, or omission of the parties.

21. **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.
22. **CONFIDENTIALITY.** During the term of this Agreement, DESIGN CONSULTANT may have disclosed to it information of a legal and confidential nature, and such information could severely damage CITY if disclosed to outside parties. Except as otherwise required by law, when informed that information is confidential, DESIGN CONSULTANT will not disclose to any person, directly or indirectly, either during the term of this Agreement or at any time thereafter, any such information or use such information other than as necessary in the course of this Agreement. All documents DESIGN CONSULTANT prepares and confidential information given to DESIGN CONSULTANT under this Agreement are the exclusive property of CITY. Under no circumstances shall any such information or documents be removed from CITY without CITY's prior written consent.
23. **ACCOUNTING RECORDS.** DESIGN CONSULTANT 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 DESIGN CONSULTANT'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.
24. **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.

25. **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.
26. **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.
27. **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.
28. **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.
29. **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.
30. **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.
31. **INTERPRETATION.** Whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural.
32. **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.
33. **NEWS RELEASES/INTERVIEWS.** All news releases, media interviews, testimony at hearings and public comments relating to this Agreement by DESIGN CONSULTANT shall be prohibited unless authorized by CITY.

34. **NON-INTEREST.** No CITY officer or employee shall hold any interest in this Agreement (California Government Code section 1090).
35. **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**

**DESIGN CONSULTANT: AECOM TECHNICAL SERVICES, INC.
5001 E COMMERCE DRIVE, SUITE 100
BAKERSFIELD, CA 93309**

36. **RESOURCE ALLOCATION.** All CITY obligations under the terms of this Agreement are subject to the appropriation and allocation of resources by the City Council.
37. **TITLE TO DOCUMENTS.** All documents, plans, and drawings, maps, photographs, and other papers, or copies thereof prepared by DESIGN CONSULTANT pursuant to the terms of this Agreement, shall, upon preparation, become CITY property.
38. **TAX NUMBERS.**

DESIGN CONSULTANT's Federal Tax ID Number 952661922
DESIGN CONSULTANT is a corporation? Yes X No
(Please check one.)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

"CITY"
CITY OF BAKERSFIELD

"DESIGN CONSULTANT"
AECOM TECHNICAL SERVICES, INC.

By: _____
KAREN GOH, Mayor

By: Ben Horn
Type or Print Name: Ben Horn
Title: MANAGING ENGINEER

APPROVED AS TO CONTENT:
PUBLIC WORKS DEPARTMENT

By: _____
NICK FIDLER
Public Works Director

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
JOSHUA RUDNICK
Deputy City Attorney II

Insurance: _____

COUNTERSIGNED:

By: _____
RANDY McKEEGAN
Finance Director

Attachments: **Exhibits A, B**
Insurance Documents

EXHIBIT A



Request for Qualifications and Proposals (RFQ/P)

Consulting Services For
Wastewater Treatment Plant No. 3 Primary Clarifiers Rehabilitation
Project
Bakersfield, California

September 1, 2020

Firms wishing to be considered for this project should thoroughly read this RFQ/P. Information required to be provided in a Statement of Qualifications (SOQ) is detailed in Section 7. Firms submitting a SOQ must do so in accordance with the requirements of Section 8. As required by Section 11, a signed copy of the enclosed sample agreement must be submitted with a SOQ.

SECTION 1. GENERAL PROJECT DESCRIPTION AND REQUIREMENTS

The intent of this Request for Qualifications and Proposals (RFQ/P) is to solicit proposals from engineering firms qualified to assist the City of Bakersfield's (CITY) Wastewater Division rehabilitate primary clarifiers 1 through 4 located at Wastewater Treatment Plant No. 3. The steel components in the clarifiers have been corroded and need to be repaired and/or replaced. The drive units in the clarifiers were replaced five years ago and are believed to be working properly. The concrete within the clarifiers, cover footings and launder walls need to be evaluated and repaired and coated as needed.

The rehabilitation will take place in two phases. Phase 1 will include rehabilitation of two clarifiers and Phase 2 will consist of rehabilitation of the remaining two clarifiers. Design of Phase 1 and Phase 2 shall take place in fiscal years 2020-21 and 2021-22, and construction of Phase 1 and Phase 2 will take place in fiscal years 2021-22 and 2022-23, respectively. The selected firm will be responsible for providing design services and necessary information to allow prospective contractors to rehabilitate the primary clarifiers for both Phase 1 and Phase 2.

PROPOSERS responding to this RFQ/P shall show their experience and qualifications necessary to complete the following tasks: prepare specifications, create bid documents following the CITY's standards, and assist the CITY during all project phases (design, bid, and construction). PROPOSERS should show their experience completing similar projects related to wastewater treatment facilities, preferably where rehabilitation of clarifiers was required.

In response to the ongoing State and County efforts to control the spread of the Coronavirus (COVID-19), site visit to see the primary clarifiers may be scheduled upon request. Please refer to Section 12 for contact information.

PROPOSERS responding to this RFQ/P must submit their SOQ to the CITY by **Tuesday, October 6, 2020 at 3:00 PM**. The SOQ will be delivered to Wastewater Treatment Plant No. 3's Administration office located at 6901 McCutchen Road, Bakersfield, CA 93313.

There are four attachments included in this RFQ/P: general information form, sample design consultant agreement, request for information form, and Plant 3 record drawings showing primary clarifiers.

For the purpose of this RFQ/P, the term "Consultant" and "Firm" are interchangeable and refer to the qualified firm(s) hired to provide the services.

For the purpose of this agreement, the following definitions shall apply:

OWNER is the Wastewater Division of the Public Works Department and other Departments of the City of Bakersfield as applicable to assigned projects.

PROPOSER is a firm which submits a Statement of Qualifications in response to this RFQ.

CONSULTANT is a firm hired by the CITY to provide the services described in this RFQ/P.

LOCAL REGULATORY AGENCY refers to all Sections, Divisions, and Departments of the City of Bakersfield and the County of Kern that are charged with the review and approval of the project within the city limits.

STATE REGULATORY AGENCY refers to all State of California agencies that might have jurisdiction over the project design and/or construction.

FEDERAL REGULATORY AGENCY refers to all United States of America federal agencies that might have jurisdiction over the project design and/or construction.

SECTION 2. FEE PROPOSAL

The PROPOSER shall submit a fee proposal based on the Scope of Work of this project. The fee shall, unless otherwise instructed in the request for a fee proposal, be structured as follow:

Phase 1:

Design Phase	fixed fee, not to exceed
Bidding Phase	fixed fee, not to exceed
Construction Phase	fixed fee, not to exceed

Phase 2:

Design Phase	fixed fee, not to exceed
Bidding Phase	fixed fee, not to exceed
Construction Phase	fixed fee, not to exceed

The compensation amount of the contract awarded to the CONSULTANT in 2020 will only be the amount proposed for Phase 1. Amount for Phase 2 services will be added to the contract in 2021 upon approval by City Council. However, for the purpose of this RFQ/P, the PROPOSER shall submit proposals for both Phase 1 and Phase 2.

Request for payment of services shall be billed, with a monthly itemized invoice, to the CITY in accordance with the rates in the firm's schedule of hourly billing rates which is submitted in response to this RFQ/P. The invoice shall be accompanied with a monthly progress report itemized for the work completed in that period. The monthly progress report shall include a description of activities performed, an estimate of the percent of work completed, and a summary of any problems encountered. Payment will be made for work product that has been delivered to and accepted by the CITY.

The fees shall be held constant throughout the term of this agreement. No “cost of living” or other similar increases of the hourly rates will be allowed. CONSULTANT will be responsible for compensating their employees in accordance with all applicable labor laws and regulations.

SECTION 3. TYPICAL SERVICES TO BE PROVIDED BY THE FIRM (SCOPE OF WORK)

Overall, the CONSULTANT shall be responsible for creating a bid package, including plans and specifications, assist CITY during the bidding phase, and assist CITY during the construction phase.

The rehabilitation of primary clarifiers 1 through 4 is expected to include concrete repair; fabrication and replacement of scum collection boxes; concrete coating; metal work, sand blasting and coating; scum rake assembly replacement; and sludge rake drive unit verification.

Record drawings showing details of the primary clarifiers and the scum pit box are attached to this RFQ/P as Attachment RFQ/P-4 “Plant 3 Record Drawings”. The CONSULTANT shall be responsible for specifying the coating material, investigating coating materials that may provide a longer life span, and providing details for the replacement or rebuild of the drive units, scum collection boxes, scum rake assembly and sludge rake assembly.

The CONSULTANT shall provide the information necessary for the construction contractor to rehabilitate the clarifiers. This information may include, but is not limited to: provide information about conditions of the drive units, steel components, scum collection boxes, scum rake assembly and concrete for primary clarifiers 1 through 4.

CONSULTANT shall be responsible to complete the following tasks in two phases: Phase 1 and Phase 2. Each phase shall be divided into three sub phases; design phase, bidding phase, and construction phase.

DESIGN PHASE

1. Attend a project review meeting with CITY staff to review the project and CITY procedures and standards. Meeting will consist of a Plant 3 site visit where information will be exchanged as necessary.
2. Submit preliminary plans and specifications at 30% completion. CITY staff will review and provide comments.
3. Submit plans, specifications, and bid documents at 90% completion. CITY staff will review and provide comments. CONSULTANT shall also submit a preliminary engineer’s estimate for construction costs.
4. Submit plans, specifications, and bid documents at 100% completions with a preliminary schedule for bidding phase and construction phase. CONSULTANT shall also submit a final engineer’s estimate for construction costs.
5. The plans, specifications and bid documents shall be adequate for obtaining construction bids in accordance with all applicable regulations and requirements of the State of California and the City of Bakersfield. Specifications for each project must be based on the most current version of the CITY’s boiler plate at the time the project is issued for bids.
6. Attend a project status meeting with CITY staff to discuss the plans and the construction of the project.

7. Furnish to the CITY the originals of the approved Construction Plans, Specifications and Bid Documents and Engineer's Estimate. All drawings must be provided in hard copy and electronic format which can be integrated directly with existing information in the CITY's CAD System.

BIDDING PHASE

8. Respond to contractors' questions regarding the plans and specifications.
9. Prepare modifications to the Plans and/or Specifications as necessary to support CITY in preparing and issuing addenda.

CONSTRUCTION PHASE

10. Review and approve Contractor's submission of product data and shop drawings as required.
11. Furnish general observation of construction work and on-site consulting service as required by the CITY.
12. Investigate proposed contract change orders and submit background information to the CITY for a decision, if justified, and prepare necessary drawings and documents for approval.
13. Assist in performing a final inspection service of the completed construction and prepare a list for the CITY, if necessary, of items to be corrected prior to accepting the project as constructed.
14. Prepare and submit to the CITY one set of reproducible record drawings reflecting changes made during construction.

Regarding the CAD data submitted by the CONSULTANT, CONSULTANT shall not be liable for claims, liability or losses arising out of, or connected with (1) the modifications or misuse by CITY, or anyone authorized by CITY, of such CAD data; or (2) decline of accuracy or readability of CAD data due to inappropriate storage conditions or duration; or (3) any use by CITY, or anyone authorized by CITY, of such CAD data for additions to this project, or for the completion of this project by others, or for any other project, excepting only such use as is authorized, in writing, by CONSULTANT.

Progress reports as described in Section 3 are required with each submitted invoice.

The CONSULTANT is required to provide all specific services and satisfy all the requirements for the project as specified in this RFQ/P and as necessary to complete the requirements of a specific project.

SECTION 4. ITEMS AND SERVICES TO BE PROVIDED BY THE CITY OF BAKERSFIELD

1. The CITY will provide a general description of the project site, its location and boundaries.
2. The CITY will provide copies of CITY's record drawings of existing facilities. The CITY makes no warranty that record drawings for all existing improvements are available.
3. The CITY will provide drawings showing the primary clarifiers at Plant 3.
4. The CITY will provide access to interview Plant 3 personnel to better understand the plant's operations.

5. The CITY will provide CITY standard bid documents and specifications.
6. The CITY will provide all services required to plan, supervise, monitor and finance the construction of the project except for those services to be provided by the CONSULTANT as set forth herein or above.
7. The CITY will furnish a construction manager who will make daily observation and inspection of construction to determine compliance with construction plans and specifications by the construction contractors in conjunction with and under the advisement of the engineering firm.
8. The CITY will provide construction staking and construction material testing services, if required.
9. The CITY will provide and complete necessary contractor payment forms.
10. The CITY will provide inspection services for the concrete repair and coating during construction phase.

SECTION 5. TIME SCHEDULE FOR ASSIGNED PROJECTS

The CONSULTANT shall submit a project schedule with number of hours estimated to complete the project work. The Consultant shall execute the work in a timely manner and in accordance with the submitted project schedule. Work shall begin upon adoption of an agreement between the City and the Consultant. The anticipated City Council award date is **November 4, 2020**. Construction work for two primary clarifiers shall begin and complete in fiscal year 2021-22. Construction of remaining two clarifiers shall begin and complete in fiscal year 2022-23.

SECTION 6. CONSULTANT'S TEAM

The CONSULTANT's staff working on this project shall be qualified professional staff and shall have the necessary experience, expertise and licenses to complete the project and satisfy all the requirements as described in this RFQ/P. At a minimum, the CONSULTANT's team shall include a California registered civil engineer experienced in general civil engineering and who has extensive experience in designing comparable infrastructure / facilities.

SECTION 7. STATEMENT OF QUALIFICATIONS

All interested PROPOSERS shall submit a Statement of Qualifications (SOQ) which shall contain at a minimum the following information:

1. The completed General Information Sheet, (refer to Attachment RFQ/P-1). An officer of the PROPOSER must sign this document.
2. A statement of PROPOSER's management principles, procedures and how they will be applied to work performed under this agreement in regards to:
 - a. Development of a project design schedule and adhering to that schedule;
 - b. Establishment of a cooperative relationship with the CITY, any other consultants hired by the CITY and the CITY's construction contractor; and
 - c. Complete and successful performance of all tasks assigned to the CONSULTANT.

3. Name and relevant experience of PROPOSER's principals who will be responsible for the project.
4. Name and relevant experience of PROPOSER's key personnel who will work on the project.
5. A list of all current projects, including the amount of PROPOSER's resources allocated to those projects and the completion date of PROPOSER's work at that level of allocation. A similar list shall be provided for each of PROPOSER's subconsultants.
6. A list of comparable projects on which PROPOSER has been involved during the past five years. The list should include at least four different clients and should provide the following information for each project:
 - a. Project title, location and description including size of the project;
 - b. Nature of PROPOSER's responsibility;
 - c. Start and end dates of PROPOSER's involvement in the project;
 - d. Names of PROPOSER's key personnel involved in the project;
 - e. Total dollar amount of PROPOSER's contract;
 - f. Name, address and phone number of the project owner;
 - g. Name and address of PROPOSER's client if different from the project owner; and
 - h. Name and phone number of contact person at PROPOSER's client's office.
7. A statement of PROPOSER's approach in designing a project within the allocated time schedule and project budget. Include examples of how this approach was proven effective in past projects for the CITY or other governmental agencies.
8. A statement of PROPOSER's approach in designing a project to provide maximum useful life of the project. Include examples of how this approach was proven effective in past projects for the City or other governmental agencies.
9. A statement of why PROPOSER believes it should be selected for this project.
10. A list of all subconsultants that PROPOSER will be utilizing on this project, if necessary. This list shall include the following information for each proposed subconsultant:
 - a. Name, address, and phone number for subconsultant's office that will be performing work on the project;
 - b. Name and relevant experience for subconsultant's key employees that will be working on this project; and
 - c. Description of work that the subconsultant will perform on the project.

If the PROPOSER has multiple offices and proposes to utilize staff from multiple offices for this project, then the following shall apply in regards to this listing of subconsultants: The office submitting an SOQ for PROPOSER shall be considered the CONSULTANT. All other offices of PROPOSER shall be considered subconsultants and shall be included in the subconsultants listing.
11. A list of PROPOSER's claims history since January 1, 2016:
 - a. A list of all claims, demands for arbitration and/or law suits filed by PROPOSER predecessor companies or company officers against project owners or their agents. This list shall include the following information for each claim:

Name of project owner;
Project completion date;
Basis for claim;
Claim or suit amount;
Current status; and
Award or settlement amount.

- b. A list of all claims, demands for arbitration and/or law suits filed by project owners, their agents or subconsultants against PROPOSER, predecessor companies, its agents or bonding company in connection with PROPOSER, its officers, its agents or bonding company. This list shall include the following information for each claim:

Name of project owner;
Project completion date;
Basis for claim;
Claim or suit amount;
Current status; and
Award or settlement amount.

12. A statement of PROPOSER's current insurance coverage signed by a company official. **Do not** submit a certificate of insurance in lieu of this statement. The City requires a minimum of One Million Dollars (\$1,000,000) Professional Liability Insurance, Automobile Liability Insurance, General Liability Insurance, and Workers' Compensation Insurance. If the current coverage does not meet the City's minimum requirements, a statement of PROPOSER's ability and intent to obtain the required coverage must be included.

SECTION 8. SUBMITTAL OF STATEMENT OF QUALIFICATIONS (SOQ)

PROPOSERS responding to this RFQ/P must submit their SOQ to the CITY by **Tuesday, October 6, 2020 at 3:00 PM.**

PROPOSERS responding to this RFQ/P must include in their submittal package the following items:

- Three (3) copies of the firm's SOQ (refer to Section 7 of this RFQ/P), including the "General Information Sheet" (Attachment RFQ/P-1 of this RFQ/P) signed by a company official and a statement of insurance coverage signed by a company official;
- One copy of the firm's Fee Proposal, in a sealed envelope labeled with the company's name and the words "Wastewater Treatment Plant No. 3 Primary Clarifiers Rehabilitation Project". All charges for materials, printing, computers, etc., shall be included in the proposal; and
- One signed copy of the draft agreement (refer to Section 11 of this RFQ/P and Attachment RFQ/P-2).

The above submittal items must be placed in a sealed envelope bearing PROPOSER's name and the words

"Statement of Qualifications for
Wastewater Treatment Plant No. 3 Primary Clarifiers Rehabilitation Project
Bakersfield, California."

Before the date and time stated in Section 1 and this section, the submittal package must be delivered to:

Sameena Gill, Engineer III
Public Works Wastewater Division
City of Bakersfield
6901 McCutchen Road
Bakersfield, California, 93313

The CITY assumes no responsibility for non-receipt of submittal packages due to any delay, including, but not limited to, carrier delay. It is the PROPOSER's responsibility to meet the deadline stated above.

Submittals which do not contain the requisite number of copies and all the information requested in the RFQ/P may be considered non-responsive and rejected without evaluation.

Submittals received after the deadline or at the wrong location will be considered non-responsive. Fax copies will not be accepted.

SECTION 9. SELECTION OF CONSULTANTS

PROPOSERS submitting a Statement of Qualifications (SOQ) for this project must provide in their submittal, verifiable evidence demonstrating that they have considerable current and past experience in providing civil engineering services related to wastewater treatment, as stated in Sections 1 and 3 of this RFQ/P.

The City will award a contract to one engineering firm after reviewing all the Statements of Qualifications (SOQ) submitted by interested firms. Primary selection process will be based on the City's evaluation of the firm's SOQ and the items listed below. Secondary consideration will be based on the City's evaluation of the CONSULTANT's fee proposal which shall not be opened until evaluation of SOQ scores and reference checks of all firms are completed and that the ranking of firms is in order. In no particular order, the following items shall be used for evaluation:

1. PROPOSER's ability to respond in timely manner; such as, submittal of a project proposal for a specific project; availability of the firm to start work on a specific project; and the time needed to complete the project.
2. PROPOSER's experience and past performance on comparable projects for the CITY and other governmental agencies.
3. PROPOSER's resources and its capability to perform the required services within the required time frames.
4. Qualifications and experience of personnel PROPOSER anticipates assigning to this project.
5. PROPOSER's ability to understand the project requirements as it may be revealed in their proposed method and procedure of study, goals and objectives, and their approach to this project.
6. PROPOSER's ability to design a project to provide maximum useful life of the improvements.

7. Related experience of PROPOSER. For state-wide or international firms, the City will consider only that experience performed by the local branch office where the work for the City will be performed.
8. Comments received from the CITY's reference checks.
9. PROPOSER's submittal and subjective statements.
10. The information contained in PROPOSER's SOQ submitted in response to this request. The City's evaluation of this information will be based, at least in part, on the requirements for the SOQ set forth in this RFQ/P.

SECTION 10. SOLICITATION CAVEAT

The PROPOSER understands and agrees that the City of Bakersfield shall have no financial responsibility for any costs incurred by the PROPOSER in responding to this Request for Qualifications and shall not be liable for any PROPOSER costs attributed to its own study and investigation or design of a specific project until the PROPOSER has executed a contract with the City of Bakersfield and has been authorized in writing to proceed. The City of Bakersfield reserves the right to terminate this Request for Qualifications after three (3) days' notice to all prospective PROPOSERS.

The submission of a proposal shall be conclusive evidence that PROPOSER has investigated and satisfied themselves as to the conditions to be encountered, the character, quality and scope of work to be performed, and any municipal and ordinance requirements of the City of Bakersfield.

SECTION 11. CONTRACT DOCUMENTS

A sample copy of the CITY's DESIGN CONSULTANT CONTRACT is included with this RFQ/P as Attachment RFQ/P-2. Please review the agreement carefully. This is the contract the CONSULTANT will be expected to execute without alteration. If any changes are desired, the firm must submit a copy of the requested modifications to the City for approval at least ten (10) calendar days prior to the date that SOQs are due. If approved, the City will then issue the changes to all prospective PROPOSERS prior to the due date.

As part of its submittal package, an officer of the firm must sign and return a copy of the sample agreement. The signature indicates that the firm accepts the clauses of the contract, including the indemnity clause, as stated in the enclosed sample copy of the CITY's agreement and any modifications thereto issued by the City during this solicitation of SOQs.

An "Acknowledgment Line" which reads as the following will be found below the signature line of the draft agreement. The officer must review the sample agreement carefully prior to signing the draft agreement.

"PROPOSER's ACKNOWLEDGEMENT: "I have received and reviewed the sample DESIGN CONSULTANT'S AGREEMENT CONTRACT including the INDEMNITY clause which was sent to me with the City's RFQ/P. My signature below shall signify our firm's acceptance of said contract if our firm is selected for awarding a contract for the project as described in said RFQ/P. This acceptance is made with the understanding that the "Compensation" and "Time for Completion" clauses will be modified to contain the amounts and dates established for this contract."

The CONSULTANT shall not be allowed to alter or negotiate contract language after the submittal of Consultant's Statement of Qualifications. Failure to execute the contract without alteration may result in the rejection of the Consultant's proposal and the retaining of a different consultant by the City.

At the time of contract execution, the CONSULTANT will be required to provide evidence of insurance coverage (Certificates of Insurance) as specified in the agreement.

SECTION 12. CONTACTS AT THE CITY OF BAKERSFIELD

All questions concerning the project, the submittal of a Statement of Qualifications, the CITY's review and evaluation of the SOQ's, and the CITY's selection of a consultant for this project should be submitted in writing and directed to:

Sameena Gill, Engineer III – Wastewater
Public Works Department
City of Bakersfield
6901 McCutchen Road
Bakersfield, California 93313
Voice Phone: 661-326-3249
E-mail: sgill@bakersfieldcity.us

Attachment RFQ/P-3 "Request for Information Form" should be used when submitting questions.

SECTION 13. ATTACHMENTS TO THIS RFQ/P

The following documents are attachments to this RFQ/P:

Attachment RFQ/P-1 "General Information Sheet"
Attachment RFQ/P-2 "Sample Agreement"
Attachment RFQ/P-3 "Request for Information Form"
Attachment RFQ/P-4 "Plant 3 Record Drawings"



Attachment RFQ/P-1 -- General Information Sheet

Consulting Services For Wastewater Treatment Plant No. 3 Primary Clarifiers Rehabilitation Project Bakersfield, California

Date: _____

Legal Name of Firm: _____

Type of Organization: _____
Individual, Partnership or Corporation

For corporations, the state in which the firm is incorporated: _____

Federal Employer I.D. Number: _____

Street Address: _____

Mailing Address: _____

Telephone Number: _____

Facsimile Number: _____

Contact Person: _____

Name

Phone Number

E-Mail

Name of Principal-in-charge

Title

License Number

Signature of an officer of the firm

Title

Date

Attachment RFQ/P-2 – Sample Agreement

AGREEMENT NO. _____

DESIGN CONSULTANT AGREEMENT

This **DESIGN CONSULTANT AGREEMENT** is made and entered into on _____ ("Effective Date"), by and between the **CITY OF BAKERSFIELD**, a municipal corporation ("CITY"), and _____, a _____ (a *California Corporation, Hawaii Corporation, Delaware Corporation, Individual, etc.*) ("DESIGN CONSULTANT").

R E C I T A L S

WHEREAS, CITY is currently developing the _____ (the "Project"); and

WHEREAS, since CITY does not have expertise currently on staff to design and engineer the Project, CITY has issued a Request for Qualifications/Request for Proposal ("Request") for those services; and

WHEREAS, after reviewing the Request, including the Technical Provisions dated _____, and being satisfied that it understands the Project's requirements, DESIGN CONSULTANT has submitted a response to the Request, which includes a scope of work and cost proposal; and

WHEREAS, DESIGN CONSULTANT represents that it is experienced in the fields of design and engineering as required for the Project and that all of its officers, partners, and/or principals are licensed professionals in engineering, design, or similar professional areas with the appropriate professional degrees; and

WHEREAS, DESIGN CONSULTANT also represents that it has an adequate number of properly licensed and experienced employees on its staff to accomplish the Scope of Work, as defined below, and that it is competent to undertake the Scope of Work; and

WHEREAS, based on these representations and all other representations made by DESIGN CONSULTANT to CITY, CITY desires to retain DESIGN CONSULTANT to perform the Scope of Work.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and DESIGN CONSULTANT mutually agree as follows:

1. **SCOPE OF WORK**. In exchange for the Compensation (defined below), DESIGN CONSULTANT must competently and thoroughly design and engineer the Project

as more specifically described in the Request, attached as **Exhibit A** and incorporated herein by reference, and in DESIGN CONSULTANT's scope of work, attached hereto as **Exhibit B** and incorporated herein by this reference (collectively, the project description in the Request and DESIGN CONSULTANT's scope of work are referred to as "Scope of Work"). DESIGN CONSULTANT's services shall include all the procedures necessary to properly complete the Scope of Work, whether specifically included in the Scope of Work or not.

2. **COMPENSATION/PAYMENT PROCEDURE.** In exchange for performing the Scope of Work and subject to the terms of this section, CITY will pay DESIGN CONSULTANT as follows ("Compensation"):

2.1 **Actual Costs.** CITY will reimburse DESIGN CONSULTANT's actual costs (including labor costs, employee benefits, overhead, and other direct costs) in an amount not to exceed \$_____ exclusive of any fixed fee. Actual costs shall not exceed the estimated wage rates and other costs set forth in DESIGN CONSULTANT's cost proposal.

2.2 **Fixed Fee.** CITY will pay DESIGN CONSULTANT a fixed fee of \$_____ on a monthly basis based upon the percentage of the Scope of Work completed. This fixed fee will not be altered unless there is a significant alteration in the scope, complexity, or character of the Scope of Work.

CITY will pay DESIGN CONSULTANT within 30 days after DESIGN CONSULTANT 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 DESIGN CONSULTANT 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 DESIGN CONSULTANT. In no case will CITY compensate DESIGN CONSULTANT more than \$_____ for performing the Scope of Work.

3. **TERM.** Unless terminated sooner as set forth herein, this Agreement shall terminate on _____.
4. **TERMINATION FOR CAUSE.** If at any time CITY becomes dissatisfied with the DESIGN CONSULTANT's performance under this Agreement, CITY may terminate this Agreement after providing DESIGN CONSULTANT with ten-days written notice.
5. **STARTING WORK.** DESIGN CONSULTANT shall not begin work until authorized to do so in writing by CITY. No work will be authorized before the Effective Date.
6. **TIME FOR COMPLETION.** DESIGN CONSULTANT must complete all assigned tasks set forth in the Scope of Work no later than _____.
7. **CONTRACT ADMINISTRATOR.**

CITY's Contract Administrator is:

Name: _____

City of Bakersfield

1600 Truxtun Avenue

Bakersfield, California 93301

Telephone: (661) 326-_____

DESIGN CONSULTANT's Project Manager shall be designated as:

Telephone: (____) _____

The Contract Administrator and the Project Manager shall be the primary contact persons for CITY and DESIGN CONSULTANT, respectively.

8. **COMPLIANCE WITH ALL LAWS.** DESIGN CONSULTANT shall, at DESIGN CONSULTANT's sole cost, comply with all applicable 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.
9. **INDEPENDENT CONTRACTOR.** This Agreement calls for DESIGN CONSULTANT's performance of the Scope of Work as an independent contractor. DESIGN CONSULTANT is not an agent or employee of 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 DESIGN CONSULTANT other than that of an independent contractor.
10. **DIRECTION.** DESIGN CONSULTANT retains the right to control or direct the manner in which the services described herein are performed.
11. **EQUIPMENT.** DESIGN CONSULTANT will supply all equipment, tools, materials and supplies necessary to perform the services under this Agreement.
12. **KEY PERSONNEL.** DESIGN CONSULTANT shall name all key personnel to be assigned to perform the Scope of Work. All key personnel shall be properly licensed and experienced for the work to be performed under this Agreement. DESIGN CONSULTANT 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, DESIGN CONSULTANT shall not change such personnel without CITY's written approval.

13. **LICENSES.** DESIGN CONSULTANT shall, at DESIGN CONSULTANT's sole cost and expense, have at the time of bidding or proposal submission and shall keep in full force and effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for DESIGN CONSULTANT to practice its profession in the State of California and perform the Scope of Work. DESIGN CONSULTANT must also ensure that all employees or subcontractors assigned to perform any portion of the Scope of Work are properly licensed. If DESIGN CONSULTANT is a corporation, at least one officer or key employee shall hold the required licenses or professional degrees. If DESIGN CONSULTANT is a partnership, at least one partner shall hold the required licenses or professional degrees. DESIGN CONSULTANT must provide proof that the requirements of this section are met when requested by CITY.
14. **CONFLICTS OF INTEREST.** DESIGN CONSULTANT hereby represents that both corporately and individually the firm and its employees and subconsultants:
- 14.1 Do not have, and will not have, financial interest in either the success or failure of any project which is dependent upon DESIGN CONSULTANT's performance of the Scope of Work; and
- 14.2 Are not currently, and will not be, employed by or under contract to any contractor who may be awarded the contract to construct the Project.
15. **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.
16. **ACCEPTANCE OF WORK.** CITY's acceptance of work or payment for work shall not constitute a waiver of any portion or any provision of this Agreement.
17. **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.

18. INSURANCE.

18.1 **Types and Limits of Insurance.** In addition to any other insurance or security required under this Agreement, DESIGN CONSULTANT must procure and maintain, for the duration of this Agreement, the types and limits of insurance below ("Basic Insurance Requirements").

18.1.1 **Professional liability insurance,** providing coverage on claims made basis for errors and omissions with limits of not less than \$1,000,000 per occurrence.

18.1.2 **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.

18.1.3 **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:

18.1.3.1 Provide contractual liability coverage for the terms of this Agreement;

18.1.3.2 Provide products and completed operations coverage;

18.1.3.3 Provide premises, operations, and mobile equipment coverage; and

18.1.3.4 Contain an additional insured endorsement in favor of CITY and its mayor, council, officers, agents, employees, and designated volunteers.

18.1.4 **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, DESIGN CONSULTANT 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, DESIGN CONSULTANT 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.

18.2 General Provisions Applying to All Insurance Types.

- 18.2.1** All policies required of DESIGN CONSULTANT must be written on a first-dollar coverage basis, or contain a deductible provision. Subject to CITY's advance approval, DESIGN CONSULTANT 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.
- 18.2.2** Except for professional liability insurance, all policies required of DESIGN CONSULTANT 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 DESIGN CONSULTANT's insurance and must not contribute with it.
- 18.2.3** 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.
- 18.2.4** 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.

- 18.2.5 Full compensation for all premiums which the DESIGN CONSULTANT 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.
- 18.2.6 It is further understood and agreed by DESIGN CONSULTANT that its liability to CITY will not in any way be limited to or affected by the amount of insurance obtained and carried by DESIGN CONSULTANT in connection with this Agreement.
- 18.2.7 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 DESIGN CONSULTANT, and all subcontractors must agree in writing to be bound by the provisions of this section.

19. **THIRD PARTY CLAIMS.** In the case of public works contracts CITY will timely notify DESIGN CONSULTANT of third party claims relating to this contract. CITY shall be allowed to recover from DESIGN CONSULTANT, and DESIGN CONSULTANT shall pay on demand, all costs of notification.

20. **INDEMNITY.**

- 20.1 DESIGN CONSULTANT 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, arising from DESIGN CONSULTANT's negligence, fraud, willful misconduct, criminal conduct, errors and omissions, or breaches of contract, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by DESIGN CONSULTANT or DESIGN CONSULTANT'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.
- 20.2 To the extent Civil Code Section 2782.8 is applicable to this Agreement, the DESIGN CONSULTANT 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, against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, that only arise out of, pertain to, or relate to the negligence, recklessness, or willful

misconduct of DESIGN CONSULTANT. In no event shall the cost to defend charged to the design professional exceed the design professional's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with other parties regarding unpaid defense costs. The duty to indemnify, including the duty and the cost to defend, is limited as provided in this section. This section shall not be waived or modified by contractual agreement, act, or omission of the parties.

21. **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.
22. **CONFIDENTIALITY**. During the term of this Agreement, DESIGN CONSULTANT may have disclosed to it information of a legal and confidential nature, and such information could severely damage CITY if disclosed to outside parties. Except as otherwise required by law, when informed that information is confidential, DESIGN CONSULTANT will not disclose to any person, directly or indirectly, either during the term of this Agreement or at any time thereafter, any such information or use such information other than as necessary in the course of this Agreement. All documents DESIGN CONSULTANT prepares and confidential information given to DESIGN CONSULTANT under this Agreement are the exclusive property of CITY. Under no circumstances shall any such information or documents be removed from CITY without CITY's prior written consent.
23. **ACCOUNTING RECORDS**. DESIGN CONSULTANT 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 DESIGN CONSULTANT'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.
24. **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.
25. **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.

26. **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.
27. **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.
28. **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.
29. **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.
30. **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.
31. **INTERPRETATION.** Whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural.
32. **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.
33. **NEWS RELEASES/INTERVIEWS.** All news releases, media interviews, testimony at hearings and public comments relating to this Agreement by DESIGN CONSULTANT shall be prohibited unless authorized by CITY.
34. **NON-INTEREST.** No CITY officer or employee shall hold any interest in this Agreement (California Government Code section 1090).
35. **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

DESIGN CONSULTANT: _____

36. **RESOURCE ALLOCATION.** All CITY obligations under the terms of this Agreement are subject to the appropriation and allocation of resources by the City Council.
37. **TITLE TO DOCUMENTS.** All documents, plans, and drawings, maps, photographs, and other papers, or copies thereof prepared by DESIGN CONSULTANT pursuant to the terms of this Agreement, shall, upon preparation, become CITY property.
38. **TAX NUMBERS.**

DESIGN CONSULTANT's Federal Tax ID Number _____
DESIGN CONSULTANT is a corporation? Yes _____ No _____
(Please check one.)

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

"CITY"
CITY OF BAKERSFIELD

"DESIGN CONSULTANT"
(COMPANY NAME)

By: _____
KAREN GOH, Mayor

By: _____
Type or Print Name: _____
Title: _____

APPROVED AS TO CONTENT:
PUBLIC WORKS DEPARTMENT

By: _____
NICK FIDLER
Public Works Director

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
(NAME & TITLE)

Insurance: _____

COUNTERSIGNED:

By: _____
RANDY MCKEEGAN
Finance Director

Attachments: **Exhibits A, B, and C**

"I have received and reviewed the sample DESIGN CONSULTANT'S AGREEMENT CONTRACT including the INDEMNITY clause which was sent to me with the City's RFQ/P. My signature below shall signify our firm's acceptance of said contract if our firm is selected for awarding a contract for the project as described in said RFQ/P. This acceptance is made with the understanding that the "Compensation" and "Time for Completion" clauses will be modified to contain the amounts and dates established for this contract."

Signature: _____

Date: _____

**Attachment RFQ/P-3 -- Request for Information Form – Wastewater Treatment Plant No. 3 Primary Clarifiers
Rehabilitation Project**

BIDDING QUESTION TO: City of Bakersfield, Public Works Department
6901 McCutchen Road, Bakersfield, CA 93313
Attention: **Sameena Gill, Engineer III**
Fax: 661-852-2125 email: sgill@bakersfieldcity.us

NOTE: All questions must be received by the CITY in written form on the form provided no later than **10:00 A.M. ten calendar days prior to the scheduled RFQ/P due date.** This will allow time to respond to the question and/or to issue an addendum to all consultants addressing the question. Questions received after the above set due date will not be acknowledged. The form may be sent via facsimile, postal service, hand delivery or email. The City encourages sending the written request via email to expedite the process.

Date Submitted: _____ Submitted by: _____ Consultant: _____
Contact Person: _____
Address: _____
Telephone Number: _____
Facsimile Number: _____

QUESTION: _____

RESPONSE: Date: _____ Answered by: Name _____ Company _____

City of Bakersfield Approval of Response by: _____ Date: _____
Addendum Required: YES _____ NO _____

EXHIBIT B



AECOM
5001 E. Commercenter Drive
Suite 100
Bakersfield, CA 93309
www.aecom.com

661.823.2323 tel
661.395.0359 fax

October 6, 2020

Sameena Gill, Engineer III
CITY OF BAKERSFIELD
Public Works Wastewater Division
6901 McCutchen Road
Bakersfield, CA 93313

Fee Proposal

Dear Sameena:

This proposal lists our fee for the project as described in the request for qualifications. It is based on research and our knowledge of the project. After selection, we would be happy to sit down with City representatives and adjust the scope and fee to meet your expectations. The Project Budget indicates the time estimated for our work effort on the various individual tasks.

Fee Breakdown by Task Group

As shown on the Project Budget spreadsheet included after this narrative, the proposed fee for Phase 1 and 2 services is detailed below. The fee breakdown by work items shown below reflects the schedule of deliverables described in Section 2 on page 2 of the RFQ.

Phase 1:

Design Phase	\$31,500
Bidding Phase	4,500
Construction Phase	12,500
Total Phase 1	\$48,500

Phase 2:

Design Phase	\$12,000
Bidding Phase	4,500
Construction Phase	12,500
Total Phase 2	\$29,000

Assumptions:

1. Record drawings and specifications for past projects of Plant III provided by City of Bakersfield.
2. Meetings with the City for design will be limited to three total per phase.



3. Additional specialized services provided in the event that degradation is found to be significant or if additional work is required beyond the defined scope of work will be charged on a fixed fee basis with a negotiated not to exceed amount.
4. City to provide coating consultant for inspection and to review the coating technical specifications.
5. City to provide services same as prior project, for a person with confined space entry certification to physically review the condition of each clarifier under the direction of AECOM. AECOM to be present at plant during this work to provide further direction. AECOM to prepare the condition assessment for design.
6. In a manner similar the previous clarifier rehabilitation project we will prepare the project schedule on Microsoft Project to deliver both projects within the agreed-to time constraints. Our schedule assumes that the City of Bakersfield reviews will be within a two-week turnaround.

If you have questions or if you need additional information, please contact us.

Sincerely,
AECOM

A handwritten signature in black ink, appearing to read 'W. Black'.

William Black, PE
Principal Engineer
william.black@aecom.com

A handwritten signature in black ink, appearing to read 'Ben Horn'.

Ben Horn, PE
Principal – in - Charge
ben.horn@aecom.com

AECOM
(BAKERSFIELD OFFICE)
FEE SCHEDULE FOR PROFESSIONAL SERVICES
Effective January 1, 2020

Engineers, Planners, Architects, Scientists:

Principal in Charge	\$275.00 per hour
Principal Engineer	\$245.00 per hour
Senior Engineer	\$180.00 per hour
Process Engineer	\$295.00 per hour
Senior Structural Engineer	\$225.00 per hour
Principal Electrical Engineer	\$275.00 per hour
Associate Civil or Electrical Engineer	\$150.00 per hour
Assistant Engineer	\$125.00 per hour
Student Intern	\$85.00 per hour

Technical Support Staff:

Designer	\$150.00 per hour
Senior Design CADD Operator	\$115.00 per hour
Drafter/CADD Operator	\$100.00 per hour
Clerical/General Office	\$80.00 per hour
Project Controls Clerk I	\$90.00 per hour

Sub Consultants, Services, Supplies and Mileage:

Sub Consultants	Cost + 10%
Outside Reproduction and Services	Cost + 10%
Inside copying and supplies	Cost
Mileage	IRS Rate

Project Budget

WWTP No. 3 Repair Project (Phase 1)

City of Bakersfield

Task Description	Personnel Hours											Budget		
	Ben Horn	Bill Black	David Kuang	Nick Cooper	Eric Garibay	Ryan Waski	Arolen Maldonado	David Ghilarducci	Stacie Meek	Kanwal	Total Hours	Labor	Non-Labor Fee	Total
Task Group 1 - Design Services Phase 1														
Project Management	4	4								10	18	\$ 2,980	\$ 149	\$ 3,129
Kickoff Meeting and Site visit includes preparation	-	6		-	4						10	\$ 2,150	\$ 108	\$ 2,258
Prepare Plans and Specifications (30%, 90% and 100%)											-	\$ -	\$ -	\$ -
Cover Sheet					1			4			5	\$ 770	\$ 39	\$ 809
Overall Plan Layout showing four facilities to be repaired					3	8		8			19	\$ 2,510	\$ 126	\$ 2,636
Plan and section of typical clarifier to be repaired					10	8		8			26	\$ 3,700	\$ 185	\$ 3,885
Details for repair or replacement of equipment			4		10	8		8			30	\$ 4,600	\$ 230	\$ 4,830
Details for repair or replacement of equipment			4		10	8		8			30	\$ 4,600	\$ 230	\$ 4,830
Prepare bid specifications	-	4			12				10		26	\$ 3,820	\$ 191	\$ 4,011
Prepare Engineer's Estimate	-	1		-	2	4		4			11	\$ 1,585	\$ 79	\$ 1,664
Deliver final PS&E to City					2				4		6	\$ 660	\$ 54	\$ 714
QC		1		8							9	\$ 2,605	\$ 130	\$ 2,735
Subtotal	4	16	8	8	54	36	-	40	14	10	190	\$ 29,980	\$ 1,520	\$ 31,500
Task Group 2 - Bidding Phase														
Pre-bid conference	-	2			2						4	\$ 830	\$ 42	\$ 872
Respond to RFP's	1				5						6	\$ 1,125	\$ 56	\$ 1,181
Prepare Supporting Documentation for Addenda					6			7	4		17	\$ 2,390	\$ 58	\$ 2,448
Subtotal	1	2	-	-	13	-	-	7	4	-	27	\$ 4,345	\$ 155	\$ 4,500
Task Group 3 - Construction Phase Engineering														
Pre-construction conference	-	2		-	3						5	\$ 1,000	\$ 50	\$ 1,050
Review Submittals (Up to 6)			4	2	6	6					18	\$ 3,110	\$ 156	\$ 3,266
General observation during construction (Up to 4 site visits assumed)					2		10		2		14	\$ 1,700	\$ 85	\$ 1,785
Review Contract Change Orders (Up to 4)	1	2			8		4				15	\$ 2,605	\$ 130	\$ 2,735
Provide final walk through and punch list					4		4		1		9	\$ 1,240	\$ 62	\$ 1,302
Prepare record drawings		2			2		2	8			14	\$ 2,270	\$ 92	\$ 2,362
Subtotal	1	6	4	2	25	6	20	8	3	-	75	\$ 11,925	\$ 575	\$ 12,500
Total	6	24	12	10	92	42	20	55	21	10	292	\$ 46,250	\$ 2,250	\$ 48,500

Project Budget

WWTP No. 3 Repair Project (Phase 2)

City of Bakersfield

Task Description	Personnel Hours											Budget		
	Ben Horn	Bill Black	David Kuang	Nick Cooper	Eric Garibay	Ryan Waski	Arolen Maldonado	David Ghilarducci	Stacie Meek	Kanwal	Total Hours	Labor	Non-Labor Fee	Total
Task Group 1 -Design Services Phase 1 (Primary Clarifiers 6 & 8)														
Project Management	4	3								6	13	\$ 2,375	\$ 119	\$ 2,494
Kickoff Meeting and Site visit includes preparation	-	2		-	2						4	\$ 830	\$ 42	\$ 872
Prepare Plans and Specifications (30%, 90% and 100%)											-	\$ -	\$ -	\$ -
Cover Sheet					2			2			4	\$ 640	\$ 32	\$ 672
Overall Plan Layout showing four facilities to be repaired					2	2		2			6	\$ 840	\$ 42	\$ 882
Plan and section of typical clarifier to be repaired					2	2		2			6	\$ 840	\$ 42	\$ 882
Details for repair or replacement of equipment					2	2	2	2			6	\$ 840	\$ 42	\$ 882
Details for repair or replacement of equipment					4	2		2			8	\$ 1,180	\$ 59	\$ 1,239
Prepare bid specifications	-	1			4				6		11	\$ 1,405	\$ 70	\$ 1,475
Prepare Engineer's Estimate	-	1		-	2			2			5	\$ 885	\$ 44	\$ 929
Deliver final PS&E to City									2		2	\$ 160	\$ 8	\$ 168
QC		1		4							5	\$ 1,425	\$ 80	\$ 1,505
Subtotal	4	8	-	4	20	8	-	12	8	6	70	\$ 11,420	\$ 580	\$ 12,000
Task Group 2 - Bidding Phase														
Pre-bid conference	-	2			2						4	\$ 830	\$ 42	\$ 872
Respond to RFI's	1				5						6	\$ 1,125	\$ 56	\$ 1,181
Prepare Supporting Documentation for Addenda					6			7	4		17	\$ 2,390	\$ 58	\$ 2,448
Subtotal	1	2	-	-	13	-	-	7	4	-	27	\$ 4,345	\$ 155	\$ 4,500
Task Group 3 - Construction Phase Engineering														
Pre-construction conference	-	2		-	3						5	\$ 1,000	\$ 50	\$ 1,050
Review Submittals (Up to 6)			4	2	6	6					18	\$ 3,110	\$ 156	\$ 3,266
General observation during construction (Up to 4 site visits assumed)					2		10		2		14	\$ 1,700	\$ 85	\$ 1,785
Review Contract Change Orders (Up to 4)	1	2			8		4				15	\$ 2,605	\$ 130	\$ 2,735
Provide final walk through and punch list					4		4		1		9	\$ 1,240	\$ 62	\$ 1,302
Prepare record drawings		2			2		2	8			14	\$ 2,270	\$ 92	\$ 2,362
Subtotal	1	6	4	2	25	6	20	8	3	-	75	\$ 11,925	\$ 575	\$ 12,500
Total	6	16	4	6	58	14	20	27	15	6	172	\$ 27,690	\$ 1,310	\$ 29,000

ADMINISTRATIVE REPORT

MEETING DATE: 11/4/2020

Consent – Agreements q.

TO: Honorable Mayor and City Council
FROM: Nick Fidler, Public Works Director
DATE: 10/14/2020
WARD: Ward(s) 3, 4, 5
SUBJECT: Amendment No. 1 to Agreement No. PW20-070 with Group Delta (\$66,615; revised not to exceed \$103,895) to continue environmental assessment for the Route Adoption of the Westside Parkway.

STAFF RECOMMENDATION:

Staff recommends approval of the amendment.

BACKGROUND:

Group Delta is currently under contract with the City for environmental services in connection with the route transfer of the Westside Parkway to the Department of Transportation (Caltrans). The City has been required to clear two properties within the freeway alignment through the Department of Toxic Substances Control (DTSC). These properties were acquired by the City several years ago for the construction of the Westside Parkway.

An Initial Site Assessment for the route transfer was performed and showed these properties had a potential for the presence of petroleum by-products as they were part of the old ConocoPhillips oil refinery located in the vicinity of the Westside Parkway. Caltrans, as the recipient of these properties, required an official clearance from the DTSC prior to the adoption of the Westside Parkway into of the State Highway System.

Group Delta is assisting the City with this requirement and the City entered into a Voluntary Cleanup Agreement with DTSC, who establishes the required process to clear the properties. DTSC requested additional sampling and testing, a supplementary site assessment, and a health risk assessment for maintenance workers. These tasks were not included in the original Agreement PW20-070 between Group Delta and the City. This amendment adds those tasks to the original contract's scope of work.

Staff recommends approval of this amendment. This amendment is 100% locally funded with Gas Tax Funds, and there is no General Fund impact associated with this amendment.

ATTACHMENTS:

Description

Type

AGREEMENT NO._____

**AMENDMENT NO. 1 TO
AGREEMENT NO. PW20-070**

This **AMENDMENT NO. ONE (1) TO AGREEMENT NO. PW20-070** is made and entered into on _____, by and between the **CITY OF BAKERSFIELD**, a municipal corporation ("CITY"), and **Group Delta**, a *California Corporation* ("CONSULTANT").

R E C I T A L S

WHEREAS, on June 1, 2020, CITY and CONSULTANT entered into Agreement No. PW20-070 ("AGREEMENT" herein), wherein CONSULTANT would assess an environmentally sensitive area within the Westside Parkway Freeway (the "PROJECT") and establish a Voluntary Clean-up Agreement ("VCA"); and

WHEREAS, The Department of Toxic Substances Control ("DTSC") has reviewed the VCA and has requested for additional investigation and reports; and

WHEREAS, City has requested for CONSULTANT to prepare a Supplemental Site Investigation (SSI) and Risk Assessment Work Plan; and

WHEREAS, after reviewing the request, CONSULTANT has submitted a response to the request, which includes a Supplemental Scope of Work attached hereto as **Exhibit A-1** and incorporated herein by this reference and Cost Proposal, attached hereto as **Exhibit B-1** and incorporated herein by this reference; and

WHEREAS, CITY and CONSULTANT now desire to enter into Amendment No. 1 to Agreement No. PW20-070, to address additional environmental services for the assessment of the PROJECT, and increase compensation by an amount of \$66,615.00 for a total compensation amount not to exceed \$103,895.00.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and CONSULTANT mutually agree as follows:

1. Section 1 of AGREEMENT entitled "SCOPE OF WORK" is hereby amended to read as follows:

1. **SCOPE OF WORK.** In exchange for the Compensation (defined

below), CONSULTANT must competently and thoroughly complete the tasks as more specifically described in **Exhibit A** and **EXBHIT A-1**. CONSULTANT's services shall include all the procedures necessary to properly complete the Scope of Work, whether specifically included in the Scope of Work or not.

2. Section 2 of AGREEMENT entitled "COMPENSATION/PAYMENT PROCEDURE" is hereby amended to read as follows:

2. **COMPENSATION/PAYMENT PROCEDURE.** In exchange for performing the Scope of Work and subject to the terms of this section, CITY will pay CONSULTANT as follows ("Compensation"):

- 2.1 **Actual Costs.** CITY will reimburse CONSULTANT's actual costs (including labor costs, employee benefits, overhead, and other direct costs) in an amount not to exceed \$103,895.00. Actual costs shall not exceed the estimated wage rates and other costs set forth in **Exhibit B** and **Exhibit B-1**.

CITY will pay CONSULTANT within 30 days after CONSULTANT 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 CONSULTANT 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 CONSULTANT. In no case will CITY compensate CONSULTANT more than \$103,895.00 for performing the Scope of Work.

3. Section 3 of AGREEMENT entitled "TERM" is hereby amended to read as follows:

3. **TERM.** Unless terminated sooner as set forth herein, this Agreement shall terminate on September 30, 2021.

4. Section 6 of AGREEMENT entitled "TIME FOR COMPLETION" is hereby amended to read as follows:

6. **TIME FOR COMPLETION.** CONSULTANT must complete all assigned tasks set forth in the Scope of Work no later than June 30, 2021.


5. Except as amended herein, all provisions of Agreement No. PW20-070 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

"CITY"
CITY OF BAKERSFIELD

"CONSULTANT"
GROUP DELTA

By: _____
KAREN GOH, Mayor

By: 
Type or Print Name: GLENN A. BURKE
Title: Director of Env. Services

APPROVED AS TO CONTENT:
PUBLIC WORKS DEPARTMENT

By: _____
NICK FIDLER
Public Works Director

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
JOSHUA RUDNICK
Deputy City Attorney II

Insurance: _____

COUNTERSIGNED:

By: _____
RANDY MCKEEGAN
Finance Director

Attachments: **Exhibits A-1, and B-1**

Exhibit A-1

Previous Task Order (Agreement No. PW20-070)

The previous Task Order comprised preparation of a Voluntary Cleanup Agreement (VCA) for which approval was obtained from the DTSC. Activities in support of the VCA included document review and preparation of a Historical Document timeline and summary, site walks with the City of Bakersfield and the DTSC, and a Scoping Meeting with a presentation that summarized the previous Phase II Site Investigations and established a plan moving forward.

The DTSC indicated during the Scoping Meeting that a Supplemental Site Investigation (SSI) and Human Health Risk Assessment (HHRA) were necessary to confirm that residual coke dust near the surface of exposed soil within the parcels of land to be transferred to Caltrans as well as residual coke chunks do not represent a risk to future Site workers and the environment. It was also discussed that approval of the SSI/HHRA be obtained from Caltrans. The scope of the SSI/HHRA provided in this Task Order is based on discussions during the Site Walk with the DTSC on September 10, 2020. The final SSI and HHRA scope of work will be known following Caltrans' approval.

Scope of Work:

TASK 1 - PRE-FIELD ACTIVITIES

Task 1.1 Site Walk with City of Bakersfield & DTSC to discuss SSI Scope and HHRA.; Scope Memo for Caltrans

Task 1.2 Work Plan & HASP Preparation.

Task 1.3 Address Reviewer comments & revisions

Task 1.4 USA Boring Mark-up and Sub coordination

Task 1.5 Project Coordination and Management - General project management and administrative hours are needed to facilitate project setup, invoicing, internal management of staff and labor resources, etc. Budget is also included for calls/coordination with the City of Bakersfield

TASK 2 - SUPPLEMENTAL SITE INVESTIGATION

Task 2.1: Mobilization - this subtask accounts for mobilization to the Site.

Task 2.2 Perform SSI - assume 9 total direct push borings. Samples will be collected at 0-6 inches, 1 ft and 2 ft bgs and analyzed for PAHs. Subtasks include traffic control, drilling, sample collection and laboratory analyses. Assumes all sampling activities can be completed in one long day.

Task 2.3 Travel and Laboratory Pick-Up/Delivery.

TASK 3- REPORTING AND MEETINGS WITH DTSC/CALTRANS

Task 3.1 Supplemental Site Investigation Report

Task 3.2 Human Health Risk Assessment

Task 3.3. Address Review Comments and Revisions

Task 3.4 Meetings with City of Bakersfield, DTSC and Caltrans - includes multiple meetings and preparation for these meetings

Exhibit B-1

LABOR HOURS AND COSTS

SUMMARY		TOTAL LABOR HOURS	DIRECT LABOR COSTS
Task	Description		
1	Pre-Field Activities	87	\$15,905.00
2	Perform SSI	34	\$5,940.00
3	Reporting and Meetings	99	\$17,220.00
TOTAL LABOR HOURS AND DIRECT LABOR COSTS			
TOTAL LABOR HOURS		220	
TOTAL DIRECT LABOR COSTS			\$39,065.00
Overhead		0.00%	\$0.00
Profit		0.00%	\$0.00
TOTAL LABOR COSTS			\$39,065.00

Notes:

Other Direct Costs

		Total ODC's
1	Mileage	\$500.00
2	Postage/Delivery	\$100.00
3	Per Diem/Lodging	\$0.00
4	PPE & Supplies	\$50.00
5	Encroachment Permit	\$0.00
6		\$0.00
Total Other Direct Costs		\$650.00

Subconsultants

Company	Description	Total Subs
Millenium	Drilling	\$4,000.00
Statewide	Traffic Control	\$1,700.00
OC Analytical	Laboratory	\$3,200.00
EnviroTox	HHRA	\$18,000.00
		\$0.00
Total Subconsultants		\$26,900.00

Total Estimated Cost	\$66,615.00
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LABOR HOURS AND COSTS											
Staff - Project Role									TOTAL	DIRECT	
TASK NO. 1 - Pre-Field Activities		Principal	Associate	Senior	Project	Staff	Field/Lab Tech	Clerical Support	LABOR	LABOR	
									HOURS	COSTS	
1.1	Site Walk with DTSC; planning calls	12	0	0	0	0	0	0	12	\$2,820.00	
1.2	Overall Site Investigation Work Plan which includes a Project Management Plan, Sampling and Analysis Plan, Quality Assurance Plan and HASP	4	8	10	10	10	0	0	42	\$7,440.00	
1.3	Address Reviewer Comments and Revisions	1	2	2	2	2	0	0	9	\$1,615.00	
1.4	USA Boring Mark-out and Sub coordination	0	2	0	4	10	0	0	16	\$2,460.00	
1.5	Project Coordination and Management	2	2	2	2	0	0	0	8	\$1,570.00	
TOTAL LABOR HOURS AND DIRECT LABOR COSTS											
TOTAL LABOR HOURS		19	14	14	18	22	0	0	87		
TOTAL DIRECT LABOR COSTS		\$4,465.00	\$2,800.00	\$2,590.00	\$2,970.00	\$3,080.00	\$0.00	\$0.00		\$15,905.00	
									Overhead	0.00%	\$0.00
									Profit	0%	\$0.00
									TOTAL LABOR COSTS		\$15,905.00

Notes:

Other Direct Costs			
OTHER DIRECT COSTS		UNIT	TOTAL ODC's
Mileage		LS	\$250.00
Postage/Delivery		LS	\$0.00
Per Diem/Lodging	Days Night	LS	\$0.00
PPE & Supplies		LS	\$0.00
Encroachment Permit		LS	\$0.00
TOTAL OTHER DIRECT COSTS			\$250.00

Subconsultants			
SUBCONSULTANT COSTS			TOTAL SUB COSTS
			\$0.00
			\$0.00
TOTAL SUBCONSULTANT COSTS			\$0.00

Task 1 - TOTAL ESTIMATED COST	\$16,155.00
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LABOR HOURS AND COSTS									
Staff - Project Role									
		Principal	Associate	Senior	Project	Staff	Field/Lab Tech	Clerical Support	TOTAL LABOR HOURS
TASK NO. 2 - Field Investigation		\$235.00	\$200.00	\$185.00	\$165.00	\$140.00	\$105.00	\$80.00	
2.1	Mobilization	0	0	0	6	0	0	0	6
2.2	Perform SSI	2	2	6	12	0	0	0	22
2.3	Travel and Laboratory Pick-Up/Delivery	0	0	0	6	0	0	0	6
TOTAL LABOR HOURS AND DIRECT LABOR COSTS									
TOTAL LABOR HOURS		2	2	6	24	0	0	0	34
TOTAL DIRECT LABOR COSTS		\$470.00	\$400.00	\$1,110.00	\$3,960.00	\$0.00	\$0.00	\$0.00	\$5,940.00

LABOR HOURS AND COSTS									
Staff - Project Role									
TASK NO. 3 - Reporting		Principal	Associate	Senior	Project	Staff	Field/Lab Tech	Clerical Support	TOTAL LABOR HOURS
		\$235.00	\$200.00	\$185.00	\$185.00	\$140.00	\$105.00	\$80.00	
3.1	Supplemental Site Investigation Report	4	6	8	20	30	0	0	68
3.2	Human Health Risk Assessment	2	2	2	0	0	0	0	6
3.3	Address Reviewer Comments and Revisions	2	4	4	0	6	0	0	16
3.4	Virtual Meetings with City of Bakersfield, DTSC and Caltrans	6	3	0	0	0	0	0	9
									0
TOTAL LABOR HOURS AND DIRECT LABOR COSTS									
TOTAL LABOR HOURS		14	15	14	20	36	0	0	99
TOTAL DIRECT LABOR COSTS		\$3,290.00	\$3,000.00	\$2,590.00	\$3,300.00	\$5,040.00	\$0.00	\$0.00	\$17,220.00
									Overhead 0.00%
									Profit 0%
									TOTAL LABOR COSTS
									\$17,220.00

Notes:

Other Direct Costs		
OTHER DIRECT COSTS	UNIT	TOTAL ODC \$
Mileage	LS	\$0.00
Postage/Delivery 4	LS	\$100.00
Per Diem/Lodging	LS	\$0.00
PPE & Supplies	LS	\$0.00
	LS	\$0.00
	LS	\$0.00
TOTAL OTHER DIRECT COSTS		\$100.00

Subconsultants		
SUBCONSULTANT COSTS		TOTAL SUB COSTS
EnviroTox	Human Health Risk Assessment	\$18,000.00
TOTAL SUBCONSULTANT COSTS		\$18,000.00

Task 3 - TOTAL ESTIMATED COST	\$35,320.00
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ADMINISTRATIVE REPORT

MEETING DATE: 11/4/2020

Consent – Agreements r.

TO: Honorable Mayor and City Council
FROM: Randy McKeegan, Finance Director
DATE: 10/23/2020
WARD:
SUBJECT: Amendment No. 2 to Agreement No. 15-142 with AmeriPride allowing the assignment and assumption of the contract to Aramark Uniform & Career Apparel, Inc., to continue the contract for uniform service.

STAFF RECOMMENDATION:

Staff recommends approval of the amendment.

BACKGROUND:

On August 16, 2015, City Council approved the contract 15-142 with AmeriPride for uniform service in the amount of \$475,000 for three year term, and renewable for one three-year term option. On July 18, 2018, City Council approved Amendment No. 1 extending the contract for one three-year term and increasing compensation \$475,000.

On October 21, 2020, staff received information that AmeriPride had been purchased by Aramark Uniform & Career Apparel, Inc. on October 5, 2020, and assigned all rights, duties, responsibilities, interests, and liabilities of the Agreement to Contractor.

If approved Amendment No. 2 will allow the assignment and assumption of the contract from AmeriPride to Aramark Uniform & Career Apparel, Inc. All other provisions of the agreement will remain in full force and effect.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Amendment No. 1 to AGMT 15-142 AmeriPride-Aramak assignment	Agreement

AGREEMENT NO. 15-142 (2)

**AMENDMENT NO. [2] TO
AGREEMENT NO. 15-142**

THIS AMENDMENT NO. 2 TO AGREEMENT NO. 15-142 is made and entered into on _____, by and between the **CITY OF BAKERSFIELD**, a municipal corporation (referred to herein as "CITY"), and **ARAMARK UNIFORM & CAREER APPAREL GROUP, INC.** (referred to as "Contractor").

R E C I T A L S

WHEREAS, on the August 16, 2015, the CITY and AmeriPride entered into Agreement No. 15-142 for the supply of uniform service in the amount of \$475,000; and

WHEREAS, on July 18, 2018, Council approved Amendment No. 1 extending the contract for one three-year term and increasing compensation \$475,000 to continue providing the supply of uniform service; and

WHEREAS, on October 5, 2020, AmeriPride was purchased by CONTRACTOR, and assigned all rights, duties, responsibilities, interests, and liabilities of this Agreement to CONTRACTOR; and

WHEREAS, the City consents to the assignment and assumption of all rights, duties, responsibilities, interests, and liabilities of this agreement to CONTRACTOR.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree as follows:

1. Section 31 of Agreement No. 16-191 entitled "**TAX NUMBERS**" is hereby amended to read as follows:

31. TAX NUMBERS.

CONTRACTOR's Federal Tax ID Number 23-2816365

2. Except as amended herein, all provisions of Agreement No. 15-142 shall remain in full force and effect.

— o0o —

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 to Agreement No. 15-142 to be executed the day and year first above written.

"CITY"

CITY OF BAKERSFIELD

By: _____
KAREN GOH
Mayor

APPROVED AS TO CONTENT:
FINANCE DEPARTMENT

By: _____
NICK FIDLER
Public Works Director

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
JOSHUA H. RUDNICK
Deputy City Attorney

COUNTERSIGNED:

By: _____
RANDY McKEEGAN
Finance Director

Attachment:
Exhibit A

"CONTRACTOR"

**ARAMARK UNIFORM & CAREER
APPAREL GROUP, INC.**

By: _____
Print Name: SHAWN CAMPBELL

Title: GENERAL MANAGER

Insurance Approved by

Risk Management: _____

ADMINISTRATIVE REPORT

MEETING DATE: 11/4/2020

Consent – Miscellaneous s.

TO: Honorable Mayor and City Council
FROM: Dianne Hoover, Director of Recreation and Parks
DATE: 10/16/2020
WARD: Ward 5
SUBJECT: Appropriate \$89,930 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:

Belcourt Park (Park) is located at 3801 Windermere Street. On March 25, 2015, City Council approved Agreement 15-070 between City and Sierra Oaks Partners, LLC. (Subdivider), outlining the development of an 8.2 acre park. On March 30, 2016, the City and Subdivider agreed to amend the original agreement with Agreement 15-070(1). The Amendment provided the Subdivider with more time to construct, as well as establish Subdivider's park development deposits. The Park was completed and opened to the public on November 1, 2019.

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. The City refunded the Subdivider in September 2019 the initial deposit of \$392,000 plus the park development deposits totaling \$571,480 through August 30, 2019. The City made a second installment in the amount of \$189,800 for fees collected through 03/30/2020 in June of 2020.

The City has a contractual obligation remaining of \$1,420,627.71 or the actual amount collected of park development deposits from the Zone of Benefits as listed in the Agreements, not greater than the actual cost to construct the park. From April 1, 2020 through September 30, 2020, \$89,930 in park development deposits have been collected in the Zone of Benefit. The Subdivider has requested a reimbursement for the stated time period. Once this third request has been paid, the maximum future obligation that remains is \$1,330,697.71 or the actual amount collected in the Zone of Benefits.

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

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
FEEs	.00
TAXES	.00
OTHER	.00
PAID	.00

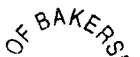
No Fee for Recording in Accordance
With Section 27383 of the
California Government Code

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.

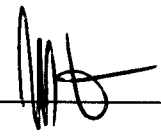
* * *

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

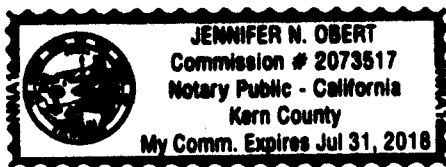
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

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.



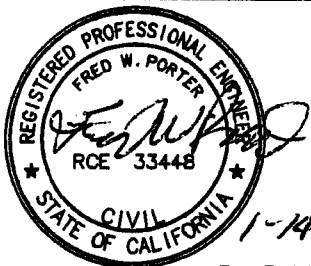
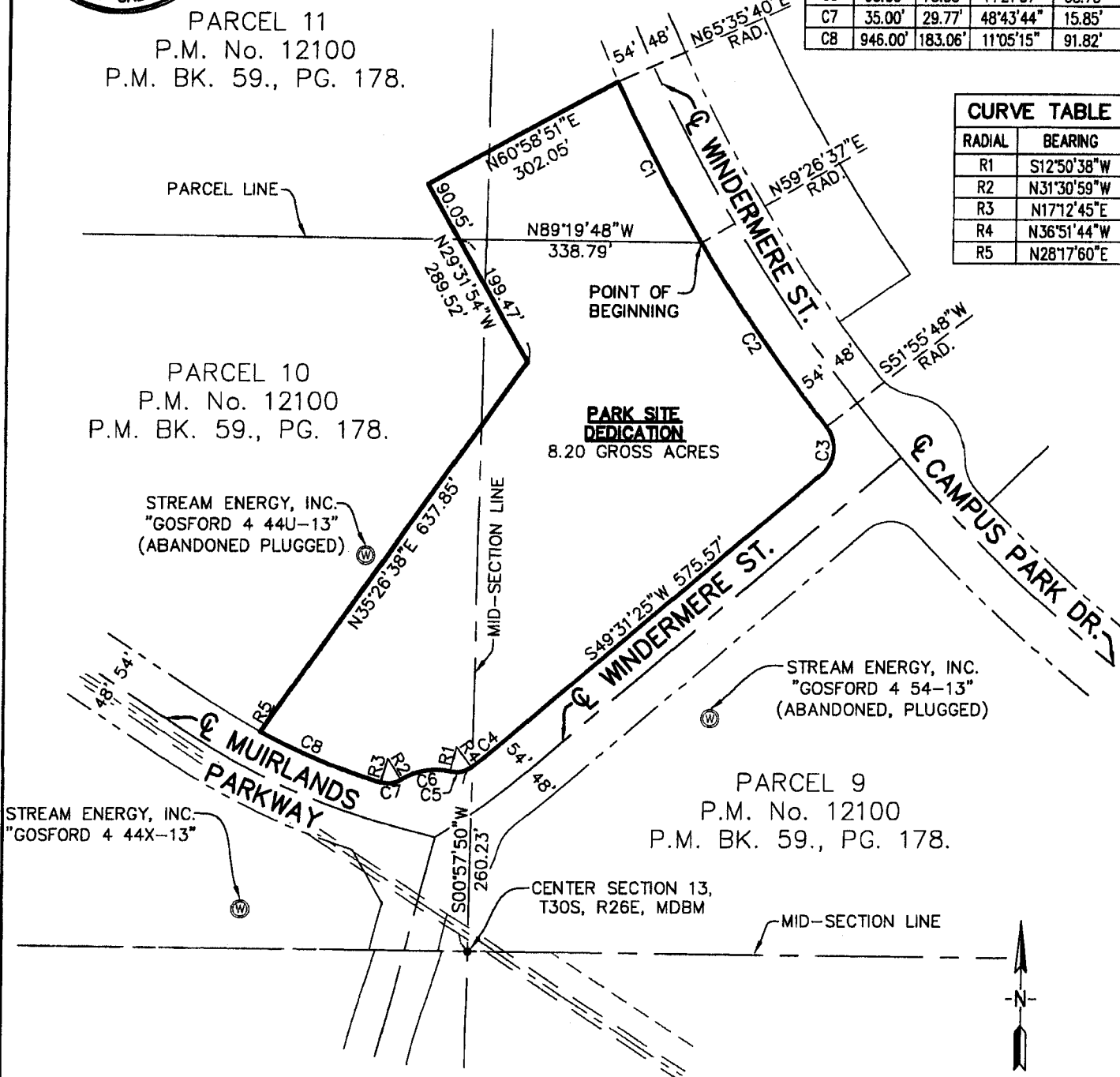


EXHIBIT "B"

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

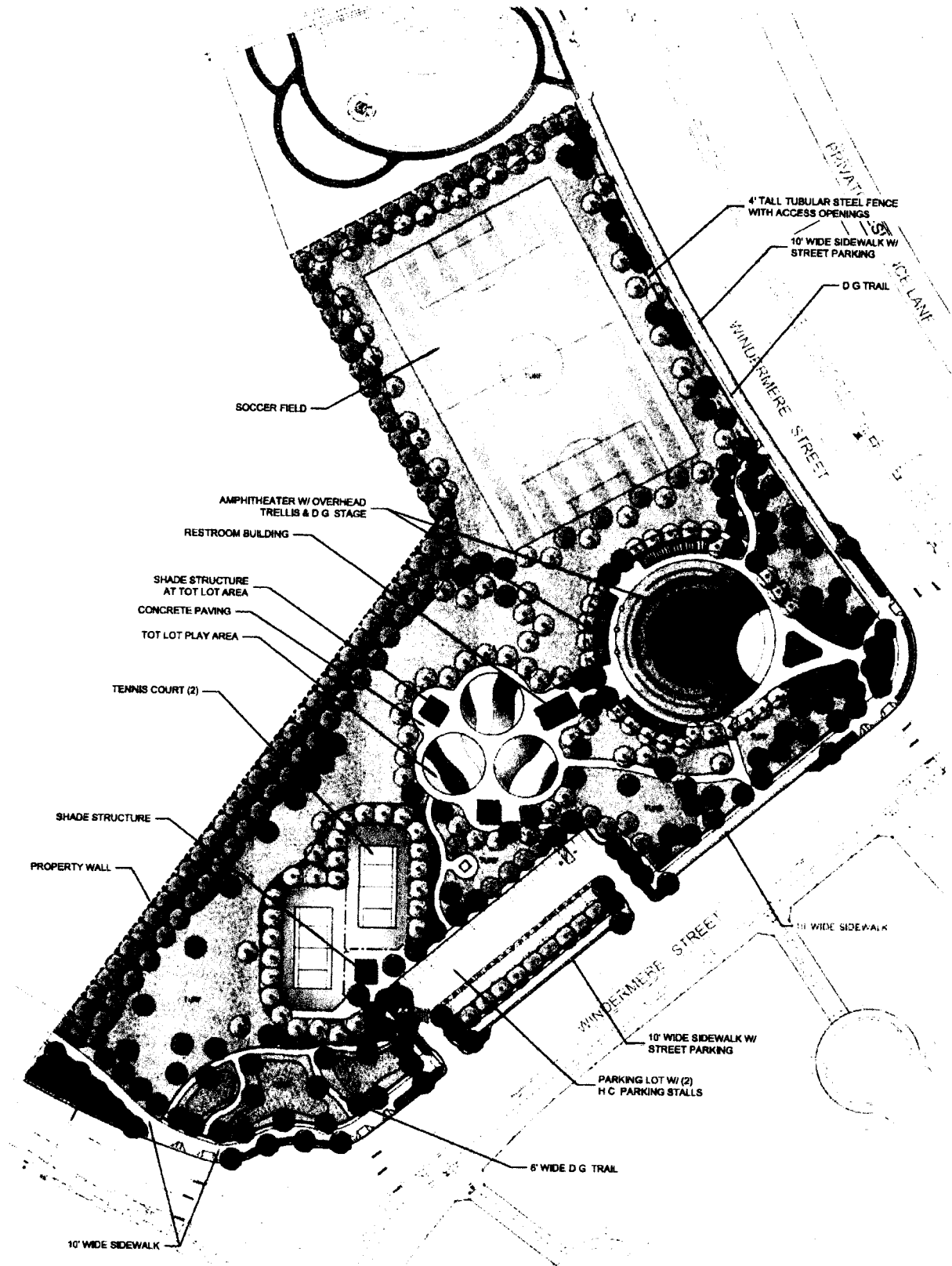
WMSP VILLAGE "F"
PARK SITE
CITY OF BAKERSFIELD



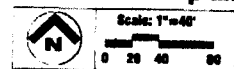
PORTER & ASSOCIATES, INC.
ENGINEERING & SURVEYING
1200 21st St, Bakersfield, CA 93301
661.327.0362 FAX 661.327.1065

ORIGINAL

Exhibit "C"



site plan



Belcourt at Seven Oaks | Park

Woodbridge Pacific Group | Bakersfield, CA | November 11, 2014

JMP CITY OF BAKERSFIELD
 Surveying, Mapping & Planning
 10111 - 100th Street, Suite 100
 Bakersfield, CA 93311
 ORIGINAL



SUMMERS/MURPHY & PARTNERS, INC.
LANDSCAPE ARCHITECTS

34197 COAST HIGHWAY SUITE 200, DANA POINT, CALIFORNIA 92629 (949) 443-1446 • FAX (949) 443-1631

PARK

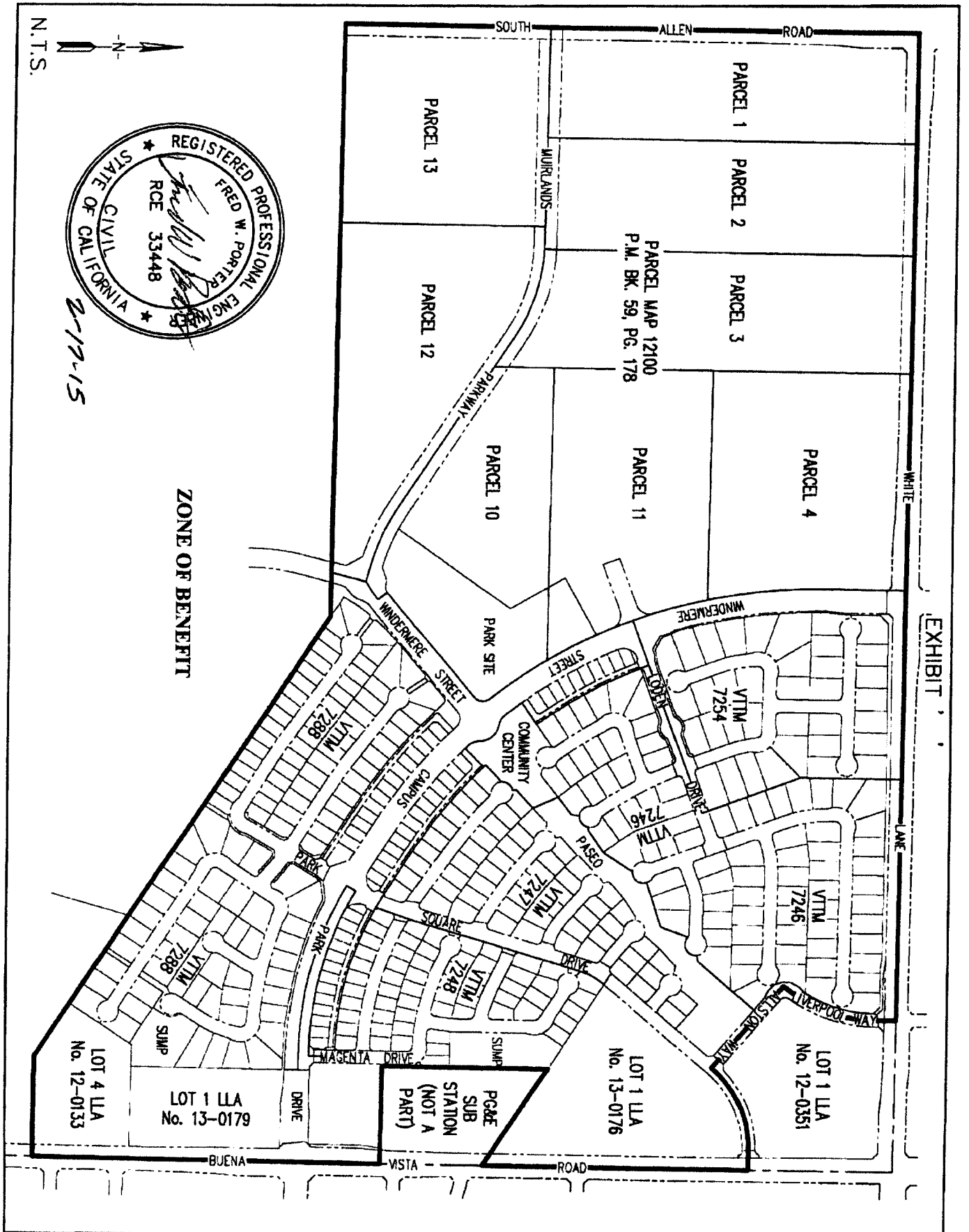
FACILITY REQUIREMENTS

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:

State Or Governmental Agency Or Subdivision Or Political Subdivision:
Per Written Contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Section II – Who Is An Insured is amended to include as an insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.
2. This insurance does not apply to:
 - a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".



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).

PRODUCER Clifford & Bradford Ins Agency 1515 20th Street Bakersfield, CA 93301 Michael W. Cooper	CONTACT NAME: Courtney Cole	
	PHONE (A/C, No, Ext): 661-283-8100	FAX (A/C, No): 661-283-8111
INSURED Sierra Oaks Partners LLC Woodbridge Pacific Group, Inc. 27285 Las Ramblas Ste 230 Mission Viejo, CA 92691	E-MAIL ADDRESS: cole@cliffordandbradford.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: United Specialty Ins. Co.	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC #		

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
							\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
	OTHER:						
	AUTOMOBILE LIABILITY						
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)			Y/N			PER STATUTE OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			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**

CITY OF BAKERSFIELD RISK MANAGEMENT OFFICE 1501 TRUXTUN AVE BAKERSFIELD, CA 93301	CITYBAK
	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).

PRODUCER Automatic Data Processing Insurance Agency, Inc 1 ADP Boulevard Roseland, NJ 07068		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: AIG Property Casualty Co	
		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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <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 \$ \$
	AUTOMOBILE LIABILITY <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) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	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 <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 300th 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,

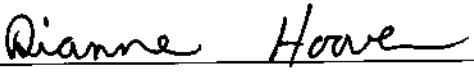
By: 

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: 11/4/2020

Public Safety/Vital Services Measure t.

TO: Honorable Mayor and City Council

FROM: Randy McKeegan, Finance Director

DATE: 10/23/2020

WARD:

SUBJECT: Purchase of 1-1/2 ton utility dump body trucks

1. Accept bid from Jim Burke Ford (\$97,950.45) for two dump body trucks for the Recreation and Parks Department.
2. Appropriate and transfer \$50,000 of PSVS Fund balance to the Public Works Department's Operating Budget to complete this purchase.

STAFF RECOMMENDATION:

Staff recommends acceptance of the bid and approval of appropriation and transfer.

BACKGROUND:

Bids were solicited for 14,000 GVW pickups with utility dump bodies for the Recreation and Parks Department. Two bids were received in response to solicitation.

These pickups with utility dump beds will be assigned to the newly established rapid response team for the Parks Division. They will be responsible for illegal dumping cleanup as well as homeless encampment cleanups.

Council approved the positions funded by the Public Safety/Vital Services Measure (PSVS), however an appropriation of \$50,000 is needed to fund the equipment associated with the new positions. The full amount necessary to cover the costs of the vehicles was omitted from the original budget requests.

The two bids received are as follows:

<u>BIDDER</u>	<u>AMOUNT</u>
Jim Burke Ford, Bakersfield, CA	\$97,950.45
Fritts Ford, Bakersfield, CA	\$102,128.07

Staff finds the bid submitted by Jim Burke Ford in Bakersfield, to be acceptable and

recommends approval of the purchase and appropriation.

ADMINISTRATIVE REPORT

MEETING DATE: 11/4/2020

New Business 13. a.

TO: Honorable Mayor and City Council
FROM: Julie Drimakis, City Clerk
DATE: 8/24/2020
WARD:
SUBJECT: Resolution setting the dates of the regular City Council meetings, budget hearings, and department budget presentations for calendar year 2021.

STAFF RECOMMENDATION:

Staff recommends City Council determination.

BACKGROUND:

This resolution sets forth the regular City Council Meetings, Budget Hearings and Department Budget Presentations for 2021. Meetings will be held in the Council Chambers and will begin at 3:30 p.m. and 5:15 p.m.

Two Monday noon budget workshops are scheduled for May 10th and June 7th. The required budget hearing is scheduled for June 2, 2021, at 5:15 p.m., or as soon thereafter as the matter maybe heard, and adoption of the FY 21-22 budget is set for June 16, 2021.

National holidays, spring break, conflicting board meetings, League of California Cities Conferences and budget deadlines were taken into consideration in preparing the calendar.

One meeting is scheduled during the months of July and December.

Please note, that due to the planned Council Chamber Remodel Project beginning in late March, 2021, the April meeting will be relocated to an alternative location.

ATTACHMENTS:

Description	Type
□ Resolution	Resolution
□ Exhibit A	Exhibit

RESOLUTION NO.

A RESOLUTION OF THE COUNCIL OF THE CITY OF BAKERSFIELD SETTING THE DATES FOR REGULAR MEETINGS OF THE CITY COUNCIL, DEPARTMENT BUDGET PRESENTATIONS AND BUDGET HEARING FOR JANUARY THROUGH DECEMBER 2021.

WHEREAS, pursuant to Section 2.04.010 of the Municipal Code of the City of Bakersfield, the Council may, from time to time, by resolution, change the meetings to be held during any specified period of time.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Bakersfield that the Regular City Council Meetings will be held on Wednesdays in the Council Chambers at 3:30 P.M. and 5:15 P.M., Department Budget Presentations will be held on Mondays at 12:00 P.M., or as soon thereafter, and Budget Hearings will be held at 5:15 P.M., or as soon thereafter, as shown below and on Exhibit "A" attached hereto:

REGULAR CITY COUNCIL MEETINGS (Wednesdays at 3:30 p.m. and 5:15 p.m.)

January 6, 2021	April 21, 2021	September 1, 2021
January 20, 2021	May 5, 2021	September 15, 2021
February 3, 2021	May 19, 2021	October 6, 2021
February 17, 2021	June 2, 2021	October 20, 2021
March 3, 2021	June 16, 2021	November 3, 2021
March 17, 2021	July 14, 2021	November 17, 2021
April 7, 2021	August 4, 2021	December 15, 2021
	August 18, 2021	

DEPARTMENT BUDGET PRESENTATIONS (Mondays at 12:00 noon)

May 10, 2021 and June 7, 2021

BUDGET HEARING AND ADOPTION

June 2, 2021 and June 16, 2021 (Adoption)

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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: _____


Exhibit A

SCHEDULED MEETINGS
BAKERSFIELD CITY COUNCIL
JANUARY 2021 THROUGH DECEMBER 2021
Adopted Resolution No.

 **REGULAR MEETINGS**
BEGIN @ 3:30 P.M. & 5:15 P.M.

*(Annual Budget kickoff 5/5,
 Budget Hearing on 6/2, and Adoption on 6/16)*

 **DEPARTMENT BUDGET WORKSHOPS**
@ 12:00 NOON

 **Holidays - City Hall Closed**

JANUARY						
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31						

FEBRUARY						
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28						

MARCH						
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APRIL						
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JUNE						
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SEPTEMBER						
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OCTOBER						
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31						

NOVEMBER						
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DECEMBER						
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