

### BAKERSFIELD CITY COUNCIL AGENDA MEETING OF DECEMBER 16, 2020

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

1. ROLL CALL (current Council seated)

# SPECIAL NOTICE Public Participation and Accessibility December 16, 2020 Bakersfield City Council Meeting

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.

On December 6, 2020, the State of California also issued a new "Regional Stay Home Order" that went into effect in Kern County.

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 orders, the following adjustments have been made:

- 1. The meeting scheduled for **December 16, 2020, at 5:15 p.m.** will not be physically open to the general public.
- 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 a live video stream of the meeting https://bakersfield.novusagenda.com/AgendaPublic/ or, on your local government channel (Kern County Television).

# 4. THE ONLY WAY TO SUBMIT A COMMENT TO THE CITY COUNCIL FOR THIS MEETING IS AS FOLLOWS:

- If you wish to comment on a <u>specific agenda item</u>, 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 <u>general public comment</u> 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.

 All comments received during the meeting WILL not be read, but will be provided to the Council and included as part of the permanent public record of the meeting.

#### 2. PUBLIC STATEMENTS

Public Statements received.

#### 3. INSTALLATION CEREMONY (see program)

**b.** Resolution No. 192-2020 declaring the results of the General and Special Municipal Election for the Office of Councilmember for Wards 1, 2, 5 and 6, held in the City of Bakersfield on November 3, 2020.

Staff recommends adoption of the resolution.

c. Administration of Oath of Office. (new Council seated)

#### RECESS TO RECEPTION

#### **RECONVENED MEETING**

4. ROLL CALL

#### 5. PUBLIC STATEMENTS

a. Public Statements received.

#### 6. PRESENTATIONS

 Retirement presentation to Dianne Hoover, Recreation & Parks Director, for 15 years of service to the City of Bakersfield.

#### 7. WORKSHOPS

Public comments will be received after Staff presentation.

#### 8. **NEW BUSINESS**

Election of Vice-Mayor.

To be determined by Council.

#### 9. APPOINTMENTS

#### 10. CONSENT CALENDAR

Staff recommends adoption of Consent Calendar items.

#### Minutes:

a. Approval of minutes of the November 18, 2020, Regular City Council Meetings.

#### Payments:

b. Receive and file department payments from November 6, 2020, to December 3, 2020, in the amount of \$33,468,074.87; Self Insurance payments from November 6, 2020, to December 3, 2020, in the amount of \$794,457.07; totaling \$34,262,531.94.

#### **Ordinances:**

#### **Resolutions:**

- c. 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 the demolishment of dangerous buildings and authorizing collection of the assessments by the Kern County Tax Collector.
- d. Resolution to Authorize Sale of Surplus desktop computers to Mercy House, a non-profit organization for one dollar (\$1.00).

Ward 2

- e. Resolution declaring seven pieces of real property located within the Centennial Corridor project area Exempt Surplus as per Government Code Section 54221 (f)(1)(B)(i)
- f. Resolution authorizing the Recreation and Parks Director to apply for the State Department of Parks and Recreation Per Capita Grant Program.
- g. Resolution determining that a Bobcat track loader cannot be reasonably obtained through the usual bidding procedures and authorizing the Finance Director to dispense with bidding thereof, not to exceed \$68,000.
- h. Resolution determining that a John Deere® wheel loader can most efficiently be obtained through cooperative procurement bidding procedures from Coastline Equipment Company and authorizing the Finance Director to dispense with bidding thereof, not to exceed \$196,000.
- i. Resolution determining that a Genie® aerial work platform can most efficiently be obtained through cooperative procurement bidding procedures from Grainger and authorizing the Finance Director to dispense with bidding thereof, not to exceed \$61,000.

Ward 2

- j. Sewer connection fee assessment for 732 Real Road:
  - Resolution confirming assessments for sewer connection fee and authorizing the collection of assessment by the Kern County Tax Collector.
  - 2. Agreement with William Goforth, Jr. and Kimberly Goforth, 732 Real Road, to pay the sewer connection fee through the Kern County Tax Collector.
- k. Amendment No. 6 to Resolution No. 160-19 setting salaries and related benefits for officers and employees of the General Supervisory, Police Supervisory, and Management Units.

- I. Amendment No. 27 to Resolution No. 44-93 setting salaries and related benefits for the Temporary Unit.
- Ward(s) 1, 2
- m. 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 4-226 (623 Kentucky Street) Ward 2
  - 2. Area 4-227 (119 L Street) Ward 1
  - 3. Area 4-209 (1401 K Street) Ward 2
  - 4. Area 4-221 (205 Quantico Avenue) Ward 1
- Ward(s) 1, 2
- n. Resolutions of Intention 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. 2068 adding Area 4-228 (127 & 129 E. 8th Street) Ward 1
  - 2. ROI No. 2069 adding Area 4-232 (830 Butte Street) Ward 2

#### Agreements:

- o. HOPWA Agreement with Kern County Public Health Department (\$1,201,277.75) to implement the U.S. Department of Housing and Urban Development Housing Opportunities for Persons with AIDS (HOPWA) Program.
- ventura County Community Development Corporation Agreement for 20-21 HOME Downpayment Assistance Program
- q. Agreement with Sierra Snow Surveys (not to exceed \$75,000 per year) to conduct snow surveying for the five (5) years term.
- r. Agreement with Sturgeon Electric California LLC. (not to exceed \$200,000) for electrical services at the Mount Vernon Recycling Facility for a one-year term, renewable annually for four consecutive one-year periods.
- Ward 3
- s. Final Map and Improvement Agreement with Jeremy Willer Construction, Inc. (Developer), for Tract 6968 Unit 2 located north of Snow Road and east of Quall Creek Road.
- Ward 5
- t. Final Map and Improvement Agreement with Summit Capital Ventures, Inc., and John Balfanz Homes, Inc. (Developer), for Tract Map 7335, Phase 2 Located East of S. Allen Road and South of Hawksmoor Street.
- Ward 4
- u. Transportation Impact Fee Credit Agreement with Bolthouse Land Company, LLC (not to exceed \$91,430.39), for construction of Stockdale Highway west of South Heath Road.
- v. Amendment No. 1 to Agreement No. CA18-008 with Clifford & Brown (\$60,000; revised not to exceed \$100,000) to provide outside legal services in the matter of Lovejot Singh, a minor, by and through his Guardian ad Litem Jaspar Kaur vs. City of Bakersfield; County of Kem; Gurdeep Singh; and Does 1 through 50, Inclusive.
- w. Amendment No. 1 to Agreement No. CA20-002 with Clifford & Brown

- (\$160,000; revised not to exceed \$200,000) to provide outside legal services in the matter of Potential Litigation Matters Involving Security Paving.
- Amendment No. 5 to Agreement No. 17-007 with Target Specialty Χ. Products (\$150,000, revised not to exceed \$740,000 and extend the term one year) to continue the supply of chemical, insecticides, and herbicides.
- Amendment No. 3 to Agreement No. 17-202 with Applied LNG y. Technologies, LLC (\$500,000; revised not to exceed \$2,000,000; and extend the term one year) for supply of LNG fuel.
- Amendment No. 3 to Agreement No. 17-203 with Pinnacle Petroleum, Inc. Z. (\$2.500.000; revised not to exceed \$10.000.000, and extend the term one year), for supply of tractor/trailer fuel deliveries.
- aa. Amendment No. 7 to Agreement No. 17-002 with Trans-West Security Services, Inc. (\$428,223; revised not to exceed \$1,241,115 and extend term one year), for continued park security services.
- Ward 3 ab. Amendment No. 1 to Agreement No. 19-010 with AECOM (extend term and time for completion; no increase to compensation) for Construction Management Services for the Manor Street Bridge Rehabilitation Project.
  - ac. Amendment No. 2 to Agreement No. 18-188 with EMTS, Inc. (\$58,704; revised not to exceed \$176,112 and extend term one year), to provide landscape maintenance services at Wastewater Treatment Plant No. 3.
- Ward 3 ad. Amendment No. 8 to Agreement No. 12-120 with T.Y.LIN International, for extension of time for closeout activities associated with the State Route 178 Widening Project.

#### **Property Acquisition Agreements - TRIP:**

#### Bids

- ae. Accept bid from BorderLAN, Inc. (\$292,740), for Barracuda total e-mail security subscription licenses.
- af. Accept bid and approve contract with NR Development, Inc. (\$329,500), for the Street Lighting Improvements Oleander Avenue from California Avenue to Brundage Lane.
- Ward(s) 1, 2, 6, 7 ag. Accept bid and approve contract with Crosstown Electrical & Data, Inc. (\$708,043.80), for the project Traffic Signal Interconnect on Hosking Avenue between Stine Road and South H Street, Akers Road between Hosking Avenue and Panama Lane, and Brundage Lane between H Street and P Street.

#### Miscellaneous:

ah. Review and acceptance of the Fiscal Year 2019-2020 Annual Compliance Report for Bridge Crossings and Major Thoroughfare Fees prepared in accordance with California Government Code §66006.

Ward 2

- Review and acceptance of the Fiscal Year 2019-2020 Annual Compliance ai. Report for Planned Drainage Area Fees prepared in accordance with California Government Code §66006.
- Fiscal Year 2019-2020 Annual Compliance Report for Planned Sewer aj. Area Fees prepared in accordance with California Government Code §66006.
- ak. Review and acceptance of the Fiscal Year 2019-2020 Annual Compliance Report for Transportation Impact Fees prepared in accordance with California Government Code §66006.
- al. Review and acceptance of the Fiscal Year 2019-2020 Annual Compliance Report for Park Impact Fees prepared in accordance with California Government Code §66006.

#### **Successor Agency Business:**

#### **Public Safety/Vital Services Measure:**

- Ward 1 am. Agreement with California Air Systems, Inc. (\$40,500), for the installation of kitchen hood system components at the Brundage Lane Navigation Center.
  - an. Amendment No. 1 to Agreement No. 2020-225 Golden Empire Affordable Housing Inc. II (GEAHI II) Decatur Hotel Senior Housing.
    - ao. Amendment No. 1 to Agreement No. 2020-006 with Bakersfield Homeless Center (\$389,400 revised not to exceed \$761,198 and extend term one year) to provide general cleanup services to Downtown and Old Kern neighborhoods of Bakersfield.
    - ap. Clean City Initiative Agreement with California Highway Adoption (\$558,720) for litter and bulky waste abatement services
    - aq. Accept bid from Lehr Auto Electric (\$76,145.63) for Panasonic laptop computers for the Police Department.
    - Accept bid from LC Action Police Supply (\$47,969.35) for duty gear for ar. the Police Department.
    - as. Purchase of Four Door Police Interceptor Utility vehicles:
      - 1. Accept bid from Jim Burke Ford (\$2,294,819.34) for 66 four-door police special interceptor utility vehicles for the Police Department.
      - 2. Appropriate \$19,167 Equipment Fund Balance to the Public Works Department's Operating Budget to fund the amount of purchase costs recovered through fleet rental rates for one unbudgeted vehicle.
      - 3. Transfer and appropriate \$15,603 Self-Insurance Fund balance to the Public Works Department's Operating Budget within the Equipment Management Fund to fund the amount of purchase costs to be paid by the Self-Insurance fund for one unbudgeted vehicle.

#### 11. CONSENT CALENDAR PUBLIC HEARINGS

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

Ward 2

- 12. HEARINGS
- 13. REPORTS
- 14. DEFERRED BUSINESS
  - a. CARES Act Funding Update.Staff recommends receiving and filing the presentation.
- 15. COUNCIL AND MAYOR STATEMENTS
- 16. ADJOURNMENT



# **ADMINISTRATIVE REPORT**

**MEETING DATE:** 12/16/2020 Public Statements 2. a.

TO: Honorable Mayor and City Council

FROM: Julie Drimakis, City Clerk

**DATE**: 12/15/2020

WARD:

**SUBJECT:** Public Statements received.

#### **STAFF RECOMMENDATION:**

#### **BACKGROUND:**

#### **ATTACHMENTS:**

Description Type D Kern river fun Correspondence Raymond Acebedo D Correspondence Matthew Merickel Correspondence D Jennifer Clayton Correspondence D Tiffany Rosales Correspondence D D Susan Pellerin Correspondence Kirk Boland Correspondence

#### **Julie Drimakis**

From:

kernriverfun@protonmail.com

Sent:

Thursday, December 10, 2020 3:00 PM

To:

City\_Clerk

Cc:

PD-PIO Council Member Gonzalez; Willie Rivera; Ken Weir; Jacquie Sullivan; Bob Smith;

PD-PIO Council member Chris Parlier; freebmorton@icloud.com;

karenkgoh@gmail.com; Christian Clegg; publiccomment@kerncounty.com

Subject:

Re: Public Comment - How Bakersfield Address Issue Has Impacted Me

Follow Up Flag:

Follow up

Flag Status:

Flagged

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

Was my comment received?

Sent with ProtonMail Secure Email.

----- Original Message -----

On Thursday, November 19, 2020 10:48 AM, <a href="mailto:kernriverfun@protonmail.com">kernriverfun@protonmail.com</a> wrote:

The clerk's response did not address my concerns. I am resubmitting my comment for the December city councils meeting. Thank you.

Sent with ProtonMail Secure Email.

----- Original Message ------

On Saturday, August 29, 2020 2:58 PM, <kernriverfun@protonmail.com> wrote:

Dear Mayor Goh, I am writing a public comment for the September 9 2020 City Council meeting. I would like you to know how Bakersfield's posting of our addresses has impacted me. I am a survivor of domestic violence and did not know the city posted my address on the web. I came to Kern County to escape a violent spouse. One day he went to the ATM machine and I left my house with nothing. No money, no vehicle, no belongings, just twenty dollars and boarded a bus to get as far away as possible. I was terrified. I moved to Bakersfield hoping to start a new life free from the abuse. I had no idea Bakersfield posted my address online. I didn't even hear it in the news. I learned about it because my ex husband who had been stalking me found my address on Bakersfield's website. He broke into my home and demanded that I come home with him. When I refused the cycle of abuse started over again. It was only after my attack that I learned from my former police department investigating the stalking that my address was posted online and that my ex had obtained it from Bakersfield's web page. This abuse could have been prevented if YOU hadn't posted our addresses

online. It could have been prevented if YOU had notified us. It could have been prevented. I want YOU to know that being beaten by an abusive spouse isn't fanfare. Thank you.

#### **Lorraine Reza**

From:

Kristin Muir

Sent:

Friday, December 11, 2020 3:33 PM

To:

Lorraine Reza

Cc:

Julie Drimakis; Jennifer Obert

Subject:

RE: Voice Message Attached from 6613019557 - ACEBEDO RAYMOND

Name: Raymond Acebedo Number: (661) 301-9557

Message: Yes, my name is Raymond Acebedo and I live in the Kinder Ranch subdivision and we have a problem out here with illegal dumping along South Oswell from Zipper Lane to Red Bank Road, and Redbank Road from South Oswell to Sterling. I've called the City multiple times. They do a very poor job of picking up the trash. There's still concrete left there -- that concrete's been there for I'm going to say a year already on Redbank Road. That's how bad it is. They clean it up, the next day somebody's throwing trash there again. And also, I've called the Rec Department numerous times in the last two months about the tumbleweeds that are growing into the road on South Oswell from Baja to Redbank Road. Now, the tumbleweeds are coming out of property that is owned by the City of Bakersfield. There's no sidewalk, just a barbed wire fence. And you know, I hate to say this, but if we were on the west side of Bakersfield, this wouldn't be happening. Not at all. I've called Solid Waste numerous times in the last two months and over the years. I've called the Rec Department to see if they could resolve their issues, they say, "We'll call you back." Never got a phone call. I've even called Code Enforcement. "Oh, leave us a number, we'll call you back." Leave my number, I've never gotten a call back from any of these departments of the City of Bakersfield, and I'm very disappointed in their reaction and their lack of responses. Anyway, my name is Raymond Acebedo and I live at 5102 Tierra Abierta Dr, 93307. And you can reach me at (661) 301-9557.

----Original Message-----From: Julie Drimakis

Sent: Friday, December 11, 2020 3:03 PM To: Kristin Muir <kmuir@bakersfieldcity.us>

Cc: Lorraine Reza < Ireza@bakersfieldcity.us>; Jennifer Obert < jobert@bakersfieldcity.us>

Subject: FW: Voice Message Attached from 6613019557 - ACEBEDO RAYMOND

Please transcribe for Councilmeeting.

Julie Drimakis, CPMC, CMC | City Clerk

City of Bakersfield

email: jdrimakis@bakersfieldcity.us

web: www.bakersfieldcity.us

phone: 661-326-3073

----Original Message-----

From: voicemessage@pub-um.hvs.att.com <voicemessage@pub-um.hvs.att.com>

Sent: Friday, December 11, 2020 2:05 PM

To: Clerk Message Line <6613263100@pub-um.hvs.att.com>

Cc: voip3100 <voip3100@bakersfieldcity.us>

Subject: Voice Message Attached from 6613019557 - ACEBEDO RAYMOND

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

Time: Dec 11, 2020 2:04:36 PM

Click attachment to listen to Voice Message

#### **Julie Drimakis**

From:

MT Merickel <thebubh@gmail.com>

Sent:

Saturday, December 12, 2020 8:38 PM

To:

City\_Clerk; bobsmith727@icloud.com; Jacquie Sullivan; Andrade, Giselle; Kirk Boland;

Bruce Bagwell; bakersfield mayor

Subject:

All Council Members - Support of Backyard Hens

Follow Up Flag:

Follow up

Flag Status:

Flagged

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

This is a general comment for the Wednesday, December 16th Council meeting.

My name is MT Merickel.

You may reach me at thebubh@gmail.com

This Council passed amendments to our city ordinances that would allow for backyard hens, with safeguards and restrictions. There has been a lengthy, transparent, and democratic process that took place in this chamber over many months, and dating all the way back to 2012. The topic of backyard hens has been debated, facts have been presented, examples of numerous cities operating with hens without issues have been shared, and an overwhelming majority of citizens showed their support that has been documented in the form of emails, phone calls, and in-person public statements. The numerous benefits are clear and undeniable. The concerns of nuisance and health have been found to be minimal and a non-factor. You came to the correct conclusion that hens, as a backyard urban pet, is the right thing for our community. To the majority of Council Members that voted yes, thank you again for listening.

I would like to extend my regrets that our city has been challenged with a lawsuit by unidentified individuals to prevent or delay your action of legalizing backyard hens. The opposition at one point tried to use untrue statements that backyard hens would cost the city too much money. That was easily dismissed as the reality is hens save the city funds as a kitchen and green waste recycling partner. How ironic, after the opposition fell short of getting what they wanted, they are now willing to put our city at financial risk with a lawsuit.

The lawsuit is not going to find that backyard hens are illegal. It is not illegal to own hens in an urban setting when a city permits it. For CEQA to apply, the project must be one that could result in an adverse change to the environment. Backyard hens is not a project, nor does owning a few hens cause an adverse environmental impact. Common sense reasoning tells us that.

Therefore, it is my hope and expectation that this council stands up to this obstructionist attempt as well as puts in motion a process to find a workable solution. In no way should this conversation be over. In no way should the city of Bakersfield be bullied into only having the option of "no hens or a lawsuit". There is a term for this, and it is referred to as "greenmail". Giving in to such a possible ultimatum goes against the Bakersfield spirit, and if you allow it, in my opinion, that action does not make Bakersfield a better place to live.

I have stood in front of you numerous times. I have modeled respect, citizen participation, shared truth, and shown a willingness to work with you. The backyard hen community has presented you ideas, plans, and solutions. We will continue to do so. What we are asking for is reasonable and fair. Backyard hens enhance the quality of life experience for families.

Thank you for your time, and as always, I will make myself available for any questions or future discussions, as needed, to provide clarity on the topic of backyard hens.

Sincerely, MT Merickel thebubh.wixsite.com/bubh thebubh@gmail.com



Virus-free. www.avg.com

#### **Lorraine Reza**

From:

Kristin Muir

Sent:

Monday, December 14, 2020 8:41 AM

To:

Lorraine Reza Julie Drimakis

Cc: Subject:

RE: Voice Message Attached from 6617474285 - MATTHEW MERICKE

Name: M.T. Merickel Number: (661) 747-4285

Message: My name is M.T. Merickel. This is a general public comment. This Council passed amendments to our City ordinance that would allow for backyard hens with safeguards and restrictions. There has been a lengthy transparent and democratic process that took place in this Chamber over many months and dating all the way back to 2012. The topic of backyard hens has been debated, facts have been presented, examples of numerous cities with backyard hens operating without issues have been shared, and an overwhelming majority of citizens showed their support that has been documented in the form of emails, phone calls, and in-person public statements. The numerous benefits are clear and undeniable. The concerns of nuisance and health have been found to be minimal and a non-factor. You came to the correct conclusion that hens as a backyard urban pet is the right thing for our community. To the majority of Councilmembers that voted yes, thank you again for listening. I would like to extend my regrets that our City has been challenged with a lawsuit by unidentified individuals to prevent or delay your action of legalizing backyard hens. The opposition at one point tried to use untrue statements that backyard hens would cost the City too much money. That was easily dismissed as the reality is hens save the City funds as a kitchen and green waste recycling partner. How ironic after the opposition fell short of getting what they wanted, they are now willing to put our city at financial risk with a lawsuit. The lawsuit is not going to find that backyard hens are illegal. It is not illegal to own hens in an urban setting when the City permits it. For CEQA to apply, the project must be one that could result in an adverse change to the environment. Backyard hens is not a project, nor does owning a few hens cause an adverse environmental impact. Common sense reasoning tells us that. Therefore, it is my hope and expectation that this Council stands up to the obstructionist attempt that as well as puts in motion a process to find a workable solution. In no way should this conversation be over. In no way should the City of Bakersfield be bullied into having only the option of having no hens or a lawsuit. That goes against the Bakersfield spirit and if you allow it, in my opinion, you are not making Bakersfield a better place to live. I have stood in front of you numerous times. I have modeled respect, citizen participation, shared truth with you, and a willingness to work with you. The backyard hen community has presented you ideas, plans and solutions. We will continue to do so. Thank you so much for your time.

-----Original Message-----From: Lena R. Legge

Sent: Monday, December 14, 2020 8:22 AM To: Kristin Muir < kmuir@bakersfieldcity.us>

Subject: FW: Voice Message Attached from 6617474285 - MATTHEW MERICKE

Did you already get this one?

Lena R. Legge, MPA | Assistant City Clerk City of Bakersfield

email: llegge@bakersfieldcity.us web: www.bakersfieldcity.us

phone: 661-326-3080

----Original Message-----

From: voicemessage@pub-um.hvs.att.com <voicemessage@pub-um.hvs.att.com>

Sent: Saturday, December 12, 2020 7:48 PM

To: Clerk Message Line <6613263100@pub-um.hvs.att.com>

Cc: voip3100 <voip3100@bakersfieldcity.us>

Subject: Voice Message Attached from 6617474285 - MATTHEW MERICKE

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

Time: Dec 12, 2020 7:48:17 PM

Click attachment to listen to Voice Message

#### **Julie Drimakis**

From: Jennifer Clayton < jennifer.clayton1428@gmail.com>

Sent: Sunday, December 13, 2020 6:34 PM

To: City\_Clerk

**Subject:** public comment for the December 16th Meeting

Follow Up Flag: Follow up Flag Status: Flagged

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

In September the Bakersfield City Council voted to approve an ordinance allowing city residents to keep backyard hens, but, at the last moment a group of anonymous opponents filed a lawsuit to stop the ordinance from going into effect. This group cited concerns about the environmental impact of the ordinance. Since then there have been numerous letters showing support for backyard hens, people proud of the effort made by the city to give residents this opportunity. Benefits include fresh eggs, pest control, fertilizer, and education. Chickens are little garbage disposals for kitchen scraps, and they are really fun, goofy, little dinosaurs that entertain as they help feed their families.

Concerns have been raised about pests, but simply storing food properly eliminates that issue. Properly maintained coops don't smell, and frankly, this entire city smells like manure depending on the way the wind blows. It is easy to keep a coop clean, not much more work than cleaning up after other pets, and my dog doesn't buy me breakfast for my efforts.

Chickens aren't loud. I am not going to wax poetic and quote Mark Twain as my source for chicken noise, but instead look at the actual science. The average decibel level of human conversation is 50 decibels, barking dogs are 70-100 decibels, and a lawn mower is 90 decibels. Hen noise measures at about 70 decibels at their loudest, and chickens mostly mumble with the occasional cheer for egg laying. In 1918, the US government launched a campaign encouraging Americans to raise backyard hens. There were ads and posters stating "Uncle Sam expects you to keep hens and raise chickens". They were inexpensive to keep, foraging their own food and helped control insects, while creating compost and providing food for American families. In the 1940's families were encouraged to grow "victory gardens" designed to include flocks of hens to help feed Americans in a time where food was scarce and people were literally starving.

This last year has been a challenge for everyone, families have struggled to get their basic needs met, businesses have been lost and many of us have teetered on the edges of desperation in unprecedented times. I am genuinely confused as to why an anonymous group would want to stop people from finding ways to help reduce costs and feed their families, while costing a city, that has struggled to fund basic services, more money. There are numerous studies already done showing that backyard chickens have no negative environmental impact, as well as current backyard hen ordinances that work in other urban settings across the country. Why would we waste money and time to get information readily available to appease a group of people that are not even willing to give their names?

We should be encouraging people to find ways to cut costs and support their families, not kowtowing to anonymous bullies.

Thank you for your time and I sincerely hope that this city council continues to support backyard hens.

Sincerely, Jennifer Clayton 661 565- 4752 jennifer.clayton1428@gmail.com

#### **Julie Drimakis**

From:

mytiffanyrose <mytiffanyrose@gmail.com>

Sent:

Monday, December 14, 2020 5:34 PM

To:

City\_Clerk

**Subject:** 

against, no hens lawsuit.

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

My name is Tiffany Rosales. I am a responsible homeowner of 9 years living in ward 5. I am in favor of backyard hens. I respectfully ask that the city council allows our community to raise hens. Our hens can give back to our community, providing entertainment and teaches our children to be responsible for another living thing. The eggs we collect are a vital part of our family's food source and the hens themselves are part of our family nucleus.

We understand that our neighbors deserve a clean, quite place to live, as do we. We are extremely conscientious of keeping our hens and the small area they inhabit clean and healthy.

Respectful your,

Tiffany Rosales ward 5 homeowner.

Sent from my Verizon, Samsung Galaxy smartphone

#### **Lorraine Reza**

From:

Kristin Muir

Sent:

Tuesday, December 15, 2020 8:51 AM

To:

Julie Drimakis

Cc:

Lorraine Reza; Jennifer Obert

**Subject:** 

RE: Voice Message Attached from 6613808013 - SUSAN PELLERIN

Name: Angela

Number: (661) 380-8013

Message: Hello, my name is Angel. I'm a Bakersfield homeowner, and I'm in favor of backyard hens.

-----Original Message-----From: Julie Drimakis

Sent: Tuesday, December 15, 2020 8:47 AM To: Kristin Muir <a href="mailto:kmuir@bakersfieldcity.us">kmuir@bakersfieldcity.us</a>

Cc: Lorraine Reza < lreza@bakersfieldcity.us>; Jennifer Obert < jobert@bakersfieldcity.us>

Subject: FW: Voice Message Attached from 6613808013 - SUSAN PELLERIN

Please transcribe.

Julie Drimakis, CPMC, CMC | City Clerk

City of Bakersfield

email: jdrimakis@bakersfieldcity.us

web: www.bakersfieldcity.us

phone: 661-326-3073

----Original Message-----

From: voicemessage@pub-um.hvs.att.com <voicemessage@pub-um.hvs.att.com>

Sent: Monday, December 14, 2020 5:36 PM

To: Clerk Message Line <6613263100@pub-um.hvs.att.com>

Cc: voip3100 < voip3100@bakersfieldcity.us>

Subject: Voice Message Attached from 6613808013 - SUSAN PELLERIN

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

Time: Dec 14, 2020 5:36:26 PM

Click attachment to listen to Voice Message

#### **Lorraine Reza**

From:

Kirk Boland <poprocksncoke0013@gmail.com>

Sent:

Wednesday, December 16, 2020 9:29 AM

To:

City\_Clerk

Subject:

Public Statement 12/16/2020

Attachments:

Council meeting 12\_16.docx

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

Please enter the attachment as a public statement for council meeting on 12/16/2020

Thank you

#### Bakersfield City Council Members,

Back in 2012 when the subject of backyard hens was discussed by the Bakersfield City Council, the Legislative and Litigation Committee wanted to use the ordinances from Santa Rosa and San Diego for guidance. They determined those ordinances were too new at the time to know what potential problems could arise by allowing backyard hens within residential zones.

I was able to contact the Deputy Director of the Development Services
Department for the City of San Diego and a Senior Administrative Assistant for
Code Enforcement for the City of Santa Rosa. Along with 4 other cities; Citrus
Heights, Long Beach, Murrieta and Oxnard. All these cities I have contacted
responded and said that they have had little to no problems with their ordinances
regarding backyard hens.

I have also begun researching cities that passed similar ordinances and I have yet to find **any** city that was required to complete an EIR related to any backyard hen ordinance. The only information I have found is cities filing for a CEQA exemption which I believe the City of Bakersfield has done.

After this lawsuit has been settled the ordinance should be immediately put into place, to do otherwise would be in violation of the civil process of government. There was a vote by the current City Council, in which 4 of the 7 members voted to approve the ordinance. The City Council needs to honor that vote and those council members who sided with the majority of its residents.

Thank you,

Kirk Boland



### **ADMINISTRATIVE REPORT**

**MEETING DATE:** 12/16/2020 Installation Ceremony 3. b.

**TO:** Honorable Mayor and City Council

FROM: Julie Drimakis, City Clerk

**DATE:** 10/12/2020

WARD:

**SUBJECT:** Resolution No. 192-2020 declaring the results of the General and

Special Municipal Election for the Office of Councilmember for Wards 1, 2, 5 and 6, held in the City of Bakersfield on November 3, 2020.

#### STAFF RECOMMENDATION:

Staff recommends adoption of the resolution.

#### **BACKGROUND:**

This resolution is required to accept the City Clerk's Certification of the Canvass of Results of the General and Special Municipal Election held November 3, 2020, as certified by the Kern County Clerk, declaring the following persons elected to the Office of Councilmember for Ward 1 for a two-year term, commencing December 16, 2020 and expiring December 2022; and Councilmember for Wards 2, 5 and 6 for a full four-year term, commencing December 16, 2020, and expiring December 2024:

Ward 1 - Eric Arias

Ward 2 - Andrae Gonzales

Ward 5 - Bruce Freeman

Ward 6 - Patty Gray

#### **ATTACHMENTS:**

Description Type

Resolution Resolution

Exhibit A Backup Material

#### **RESOLUTION NO.**

A RESOLUTION OF THE COUNCIL OF THE CITY OF BAKERSFIELD ACCEPTING CITY CLERK'S CERTIFICATION, AND DECLARING THE RESULTS OF THE GENERAL MUNICIPAL ELECTION FOR THE OFFICE OF COUNCILMEMBERS TO THE CITY COUNCIL IN THE SECOND, FIFTH, AND SIXTH WARDS, AND SPECIAL MUNICIPAL ELECTION FOR THE OFFICE OF COUNCILMEMBER WARD ONE, HELD IN THE CITY OF BAKERSFIELD ON THE 3<sup>rd</sup> DAY OF NOVEMBER, 2020.

**WHEREAS,** a General Municipal Election was held and conducted in the City of Bakersfield on Tuesday, the 3<sup>rd</sup> day of November, 2020, as required by law; for the purpose of electing Councilmembers to the City Council in Wards 2, 5, and 6; and Special Municipal Election electing Councilmember in Ward 1.

**WHEREAS,** said election was held and conducted in conformity with all applicable provisions of the laws of the State of California;

**NOW THEREFORE BE IT RESOLVED,** the Council of the City of Bakersfield does hereby find, determine and declare as follows:

**SECTION 1.** The City Council does hereby accept the Canvass of Results submitted by the County Clerk and the City Clerk's Certification of the Canvass of Results, attached hereto as Exhibit "A", and does hereby resolve, determine and declare the results of said General Municipal Election to be as follows:

Ward 1 – Eric Arias

Ward 2 – Andrae Gonzales

Ward 5 – Bruce Freeman

Ward 6 – Patty Gray

**SECTION 2.** The City Clerk does hereby declare the persons elected to the Office of Councilmember in Council Wards 2, 5 and 6 shall serve a full four-year term and shall serve until their successors are elected and qualified in 2024; and

**SECTION 3.** The City Clerk does hereby declare the person elected to the Office of Councilmember in Council Ward 1 shall serve the remaining term and shall serve until a successor is elected and qualified in 2022; and

**SECTION 4.** The City Clerk shall certify to the passage and adoption of this Resolution.

000
-----

		Resolution was passed and adopted by the ng thereof held on, by the following
AYES: NOES: ABSTAIN: ABSENT:	COUNCILMEMBERCOUNCILMEMBER	GONZALES, WEIR, SMITH, FREEMAN, SULLIVAN, PARLIER
		JULIE DRIMAKIS, CMC CITY CLERK and Ex Officio Clerk of the Council of the City of Bakersfield
APPROVED_		
KAREN GOH Mayor	I	
APPROVED	as to form:	
VIRGINA "GI City Attorney	NNY" GENNARO	

#### **CITY CLERK'S CERTIFICATE OF CANVASS**

I, Julie Drimakis, City Clerk of the City of Bakersfield, authorized by Resolution No. 082-2020, adopted by the City Council on June 24, 2020, do hereby certify to the Mayor and City Council of the City Of Bakersfield, the Certificate of the County Clerk to the Result of the Canvass of the State of California General election held on November 3, 2020, and find that the number of votes given at each precinct and the number of votes given in the City to persons voted for, the respective office for which the persons were candidates were as follows:

were candidates were as follows:					
	FOR MEMBER OF THE CITY COUNCIL				
<u>Wa</u>	<u>d 1:</u>				
	Eric Arias Gilberto De La Torre	-	7,669 2,653		
Wa	Ward 2:				
	Andrae Gonzales	-	11,281		
Wa	Ward 5:				
	Bruce Freeman	-	20,799		
<u>Wa</u>	/ard 6:				
	Patty Gray Jesse Quijada Gregory Tatum Titus Stevens	- - -	8, 700 5, 695 3, 744 782		
Date:					
	Julie Drimakis, CMC				

Julie Drimakis, CMC City Clerk

#### CITY CLERK'S CERTIFICATE OF CANVASS

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#### FOR MEMBER OF THE CITY COUNCIL

#### Ward 1:

<u>vvalu 1.</u>		
Eric Arias Gilberto De La Torre	- -	7,669 2,653
Ward 2:		
Andrae Gonzales		11,281
Ward 5:		
Bruce Freeman	 	20,799
Ward 6:		
Patty Gray	-	8, 700
Jesse Quijada	-	5, 695
Gregory Tatum	-	3, 744
Titus Stevens	- '	782

Date: 12/10/2020

Julie Drimakis, CMC

#### CERTIFICATE OF COUNTY CLERK AS TO RESULT OF THE CANVASS

#### OF THE GENERAL ELECTION

HELD NOVEMBER 3, 2020

STATE OF CALIFORNIA SS COUNTY OF KERN

I, MARY B. BEDARD, Auditor-Controller-County Clerk, County of Kern, State of California, HEREBY CERTIFY that I have canvassed the returns of the votes cast at the GENERAL ELECTION held on November 3, 2020 and that the whole number of votes cast for and against each candidate and the whole number of votes cast for and against each measure, as posted and on file, are full, true and correct.

IN WITNESS HEREOF I do hereby set my hand and the Official Seal of the County of Kern this 1<sup>st</sup> day of December 2020.



MARY B. BEDARD

Auditor-Controller-County Clerk

County of Kern State of California

# **STATEMENT OF VOTES CAST**

**GENERAL ELECTION NOVEMBER 3, 2020** 



MARY B. BEDARD, CPA
AUDITOR-CONTROLLER-COUNTY CLERK
KERN COUNTY, CALIFORNIA

City of ERIC ARIAS GILBERTO DE LA TO	of Bakersfield (40 of 40 pred DRRE			74.30% 25.70%
ANDRAE GONZALES	City of Bake (39 of 39 pred	The second secon		100.00%
BRUCE FREEMAN	City of Bake (36 of 36 pre			100.00%
PATTY GRAY JESSE QUIJADA GREGORY TATUM TITUS STEVENS	City of Bake (31 of 31 pre		ted) 8,700 5,695 3,744 782	45.98% 30.10% 19.79% 4.13%
		Total	18,921	



# **ADMINISTRATIVE REPORT**

**MEETING DATE:** 12/16/2020 Public Statements 2. a.

TO: Honorable Mayor and City Council

FROM: Julie Drimakis, City Clerk

**DATE**: 12/15/2020

WARD:

**SUBJECT:** Public Statements received.

#### **STAFF RECOMMENDATION:**

#### **BACKGROUND:**

#### **ATTACHMENTS:**

Description Type D Kern river fun Correspondence Raymond Acebedo D Correspondence Matthew Merickel Correspondence D Jennifer Clayton Correspondence D Tiffany Rosales Correspondence D D Susan Pellerin Correspondence Kirk Boland Correspondence

#### **Julie Drimakis**

From:

kernriverfun@protonmail.com

Sent:

Thursday, December 10, 2020 3:00 PM

To:

City\_Clerk

Cc:

PD-PIO Council Member Gonzalez; Willie Rivera; Ken Weir; Jacquie Sullivan; Bob Smith;

PD-PIO Council member Chris Parlier; freebmorton@icloud.com;

karenkgoh@gmail.com; Christian Clegg; publiccomment@kerncounty.com

Subject:

Re: Public Comment - How Bakersfield Address Issue Has Impacted Me

Follow Up Flag:

Follow up

Flag Status:

Flagged

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

Was my comment received?

Sent with ProtonMail Secure Email.

----- Original Message -----

On Thursday, November 19, 2020 10:48 AM, <a href="mailto:kernriverfun@protonmail.com">kernriverfun@protonmail.com</a> wrote:

The clerk's response did not address my concerns. I am resubmitting my comment for the December city councils meeting. Thank you.

Sent with ProtonMail Secure Email.

----- Original Message ------

On Saturday, August 29, 2020 2:58 PM, <kernriverfun@protonmail.com> wrote:

Dear Mayor Goh, I am writing a public comment for the September 9 2020 City Council meeting. I would like you to know how Bakersfield's posting of our addresses has impacted me. I am a survivor of domestic violence and did not know the city posted my address on the web. I came to Kern County to escape a violent spouse. One day he went to the ATM machine and I left my house with nothing. No money, no vehicle, no belongings, just twenty dollars and boarded a bus to get as far away as possible. I was terrified. I moved to Bakersfield hoping to start a new life free from the abuse. I had no idea Bakersfield posted my address online. I didn't even hear it in the news. I learned about it because my ex husband who had been stalking me found my address on Bakersfield's website. He broke into my home and demanded that I come home with him. When I refused the cycle of abuse started over again. It was only after my attack that I learned from my former police department investigating the stalking that my address was posted online and that my ex had obtained it from Bakersfield's web page. This abuse could have been prevented if YOU hadn't posted our addresses

online. It could have been prevented if YOU had notified us. It could have been prevented. I want YOU to know that being beaten by an abusive spouse isn't fanfare. Thank you.

#### Lorraine Reza

From:

Kristin Muir

Sent:

Friday, December 11, 2020 3:33 PM

To:

Lorraine Reza

Cc:

Julie Drimakis; Jennifer Obert

Subject:

RE: Voice Message Attached from 6613019557 - ACEBEDO RAYMOND

Name: Raymond Acebedo Number: (661) 301-9557

Message: Yes, my name is Raymond Acebedo and I live in the Kinder Ranch subdivision and we have a problem out here with illegal dumping along South Oswell from Zipper Lane to Red Bank Road, and Redbank Road from South Oswell to Sterling. I've called the City multiple times. They do a very poor job of picking up the trash. There's still concrete left there -- that concrete's been there for I'm going to say a year already on Redbank Road. That's how bad it is. They clean it up, the next day somebody's throwing trash there again. And also, I've called the Rec Department numerous times in the last two months about the tumbleweeds that are growing into the road on South Oswell from Baja to Redbank Road. Now, the tumbleweeds are coming out of property that is owned by the City of Bakersfield. There's no sidewalk, just a barbed wire fence. And you know, I hate to say this, but if we were on the west side of Bakersfield, this wouldn't be happening. Not at all. I've called Solid Waste numerous times in the last two months and over the years. I've called the Rec Department to see if they could resolve their issues, they say, "We'll call you back." Never got a phone call. I've even called Code Enforcement. "Oh, leave us a number, we'll call you back." Leave my number, I've never gotten a call back from any of these departments of the City of Bakersfield, and I'm very disappointed in their reaction and their lack of responses. Anyway, my name is Raymond Acebedo and I live at 5102 Tierra Abierta Dr, 93307. And you can reach me at (661) 301-9557.

----Original Message-----From: Julie Drimakis

Sent: Friday, December 11, 2020 3:03 PM To: Kristin Muir <kmuir@bakersfieldcity.us>

Cc: Lorraine Reza < Ireza@bakersfieldcity.us>; Jennifer Obert < jobert@bakersfieldcity.us>

Subject: FW: Voice Message Attached from 6613019557 - ACEBEDO RAYMOND

Please transcribe for Councilmeeting.

Julie Drimakis, CPMC, CMC | City Clerk

City of Bakersfield

email: jdrimakis@bakersfieldcity.us

web: www.bakersfieldcity.us

phone: 661-326-3073

----Original Message-----

From: voicemessage@pub-um.hvs.att.com <voicemessage@pub-um.hvs.att.com>

Sent: Friday, December 11, 2020 2:05 PM

To: Clerk Message Line <6613263100@pub-um.hvs.att.com>

Cc: voip3100 <voip3100@bakersfieldcity.us>

Subject: Voice Message Attached from 6613019557 - ACEBEDO RAYMOND

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

Time: Dec 11, 2020 2:04:36 PM

Click attachment to listen to Voice Message

#### **Julie Drimakis**

From:

MT Merickel <thebubh@gmail.com>

Sent:

Saturday, December 12, 2020 8:38 PM

To:

City\_Clerk; bobsmith727@icloud.com; Jacquie Sullivan; Andrade, Giselle; Kirk Boland;

Bruce Bagwell; bakersfield mayor

Subject:

All Council Members - Support of Backyard Hens

Follow Up Flag:

Follow up

Flag Status:

Flagged

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

This is a general comment for the Wednesday, December 16th Council meeting.

My name is MT Merickel.

You may reach me at thebubh@gmail.com

This Council passed amendments to our city ordinances that would allow for backyard hens, with safeguards and restrictions. There has been a lengthy, transparent, and democratic process that took place in this chamber over many months, and dating all the way back to 2012. The topic of backyard hens has been debated, facts have been presented, examples of numerous cities operating with hens without issues have been shared, and an overwhelming majority of citizens showed their support that has been documented in the form of emails, phone calls, and in-person public statements. The numerous benefits are clear and undeniable. The concerns of nuisance and health have been found to be minimal and a non-factor. You came to the correct conclusion that hens, as a backyard urban pet, is the right thing for our community. To the majority of Council Members that voted yes, thank you again for listening.

I would like to extend my regrets that our city has been challenged with a lawsuit by unidentified individuals to prevent or delay your action of legalizing backyard hens. The opposition at one point tried to use untrue statements that backyard hens would cost the city too much money. That was easily dismissed as the reality is hens save the city funds as a kitchen and green waste recycling partner. How ironic, after the opposition fell short of getting what they wanted, they are now willing to put our city at financial risk with a lawsuit.

The lawsuit is not going to find that backyard hens are illegal. It is not illegal to own hens in an urban setting when a city permits it. For CEQA to apply, the project must be one that could result in an adverse change to the environment. Backyard hens is not a project, nor does owning a few hens cause an adverse environmental impact. Common sense reasoning tells us that.

Therefore, it is my hope and expectation that this council stands up to this obstructionist attempt as well as puts in motion a process to find a workable solution. In no way should this conversation be over. In no way should the city of Bakersfield be bullied into only having the option of "no hens or a lawsuit". There is a term for this, and it is referred to as "greenmail". Giving in to such a possible ultimatum goes against the Bakersfield spirit, and if you allow it, in my opinion, that action does not make Bakersfield a better place to live.

I have stood in front of you numerous times. I have modeled respect, citizen participation, shared truth, and shown a willingness to work with you. The backyard hen community has presented you ideas, plans, and solutions. We will continue to do so. What we are asking for is reasonable and fair. Backyard hens enhance the quality of life experience for families.

Thank you for your time, and as always, I will make myself available for any questions or future discussions, as needed, to provide clarity on the topic of backyard hens.

Sincerely, MT Merickel thebubh.wixsite.com/bubh thebubh@gmail.com



Virus-free. www.avg.com

#### **Lorraine Reza**

From:

Kristin Muir

Sent:

Monday, December 14, 2020 8:41 AM

To: Cc: Lorraine Reza Julie Drimakis

Subject:

RE: Voice Message Attached from 6617474285 - MATTHEW MERICKE

Name: M.T. Merickel Number: (661) 747-4285

Message: My name is M.T. Merickel. This is a general public comment. This Council passed amendments to our City ordinance that would allow for backyard hens with safeguards and restrictions. There has been a lengthy transparent and democratic process that took place in this Chamber over many months and dating all the way back to 2012. The topic of backyard hens has been debated, facts have been presented, examples of numerous cities with backyard hens operating without issues have been shared, and an overwhelming majority of citizens showed their support that has been documented in the form of emails, phone calls, and in-person public statements. The numerous benefits are clear and undeniable. The concerns of nuisance and health have been found to be minimal and a non-factor. You came to the correct conclusion that hens as a backyard urban pet is the right thing for our community. To the majority of Councilmembers that voted yes, thank you again for listening. I would like to extend my regrets that our City has been challenged with a lawsuit by unidentified individuals to prevent or delay your action of legalizing backyard hens. The opposition at one point tried to use untrue statements that backyard hens would cost the City too much money. That was easily dismissed as the reality is hens save the City funds as a kitchen and green waste recycling partner. How ironic after the opposition fell short of getting what they wanted, they are now willing to put our city at financial risk with a lawsuit. The lawsuit is not going to find that backyard hens are illegal. It is not illegal to own hens in an urban setting when the City permits it. For CEQA to apply, the project must be one that could result in an adverse change to the environment. Backyard hens is not a project, nor does owning a few hens cause an adverse environmental impact. Common sense reasoning tells us that. Therefore, it is my hope and expectation that this Council stands up to the obstructionist attempt that as well as puts in motion a process to find a workable solution. In no way should this conversation be over. In no way should the City of Bakersfield be bullied into having only the option of having no hens or a lawsuit. That goes against the Bakersfield spirit and if you allow it, in my opinion, you are not making Bakersfield a better place to live. I have stood in front of you numerous times. I have modeled respect, citizen participation, shared truth with you, and a willingness to work with you. The backyard hen community has presented you ideas, plans and solutions. We will continue to do so. Thank you so much for your time.

-----Original Message-----From: Lena R. Legge

Sent: Monday, December 14, 2020 8:22 AM To: Kristin Muir < kmuir@bakersfieldcity.us>

Subject: FW: Voice Message Attached from 6617474285 - MATTHEW MERICKE

Did you already get this one?

Lena R. Legge, MPA | Assistant City Clerk City of Bakersfield

email: llegge@bakersfieldcity.us web: www.bakersfieldcity.us

phone: 661-326-3080

----Original Message-----

From: voicemessage@pub-um.hvs.att.com <voicemessage@pub-um.hvs.att.com>

Sent: Saturday, December 12, 2020 7:48 PM

To: Clerk Message Line <6613263100@pub-um.hvs.att.com>

Cc: voip3100 <voip3100@bakersfieldcity.us>

Subject: Voice Message Attached from 6617474285 - MATTHEW MERICKE

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

Time: Dec 12, 2020 7:48:17 PM

Click attachment to listen to Voice Message

#### **Julie Drimakis**

From: Jennifer Clayton < jennifer.clayton1428@gmail.com>

Sent: Sunday, December 13, 2020 6:34 PM

To: City\_Clerk

**Subject:** public comment for the December 16th Meeting

Follow Up Flag: Follow up Flag Status: Flagged

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

In September the Bakersfield City Council voted to approve an ordinance allowing city residents to keep backyard hens, but, at the last moment a group of anonymous opponents filed a lawsuit to stop the ordinance from going into effect. This group cited concerns about the environmental impact of the ordinance. Since then there have been numerous letters showing support for backyard hens, people proud of the effort made by the city to give residents this opportunity. Benefits include fresh eggs, pest control, fertilizer, and education. Chickens are little garbage disposals for kitchen scraps, and they are really fun, goofy, little dinosaurs that entertain as they help feed their families.

Concerns have been raised about pests, but simply storing food properly eliminates that issue. Properly maintained coops don't smell, and frankly, this entire city smells like manure depending on the way the wind blows. It is easy to keep a coop clean, not much more work than cleaning up after other pets, and my dog doesn't buy me breakfast for my efforts.

Chickens aren't loud. I am not going to wax poetic and quote Mark Twain as my source for chicken noise, but instead look at the actual science. The average decibel level of human conversation is 50 decibels, barking dogs are 70-100 decibels, and a lawn mower is 90 decibels. Hen noise measures at about 70 decibels at their loudest, and chickens mostly mumble with the occasional cheer for egg laying. In 1918, the US government launched a campaign encouraging Americans to raise backyard hens. There were ads and posters stating "Uncle Sam expects you to keep hens and raise chickens". They were inexpensive to keep, foraging their own food and helped control insects, while creating compost and providing food for American families. In the 1940's families were encouraged to grow "victory gardens" designed to include flocks of hens to help feed Americans in a time where food was scarce and people were literally starving.

This last year has been a challenge for everyone, families have struggled to get their basic needs met, businesses have been lost and many of us have teetered on the edges of desperation in unprecedented times. I am genuinely confused as to why an anonymous group would want to stop people from finding ways to help reduce costs and feed their families, while costing a city, that has struggled to fund basic services, more money. There are numerous studies already done showing that backyard chickens have no negative environmental impact, as well as current backyard hen ordinances that work in other urban settings across the country. Why would we waste money and time to get information readily available to appease a group of people that are not even willing to give their names?

We should be encouraging people to find ways to cut costs and support their families, not kowtowing to anonymous bullies.

Thank you for your time and I sincerely hope that this city council continues to support backyard hens.

Sincerely, Jennifer Clayton 661 565- 4752 jennifer.clayton1428@gmail.com

#### **Julie Drimakis**

From:

mytiffanyrose <mytiffanyrose@gmail.com>

Sent:

Monday, December 14, 2020 5:34 PM

To:

City\_Clerk

**Subject:** 

against, no hens lawsuit.

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

My name is Tiffany Rosales. I am a responsible homeowner of 9 years living in ward 5. I am in favor of backyard hens. I respectfully ask that the city council allows our community to raise hens. Our hens can give back to our community, providing entertainment and teaches our children to be responsible for another living thing. The eggs we collect are a vital part of our family's food source and the hens themselves are part of our family nucleus.

We understand that our neighbors deserve a clean, quite place to live, as do we. We are extremely conscientious of keeping our hens and the small area they inhabit clean and healthy.

Respectful your,

Tiffany Rosales ward 5 homeowner.

Sent from my Verizon, Samsung Galaxy smartphone

#### **Lorraine Reza**

From:

Kristin Muir

Sent:

Tuesday, December 15, 2020 8:51 AM

To:

Julie Drimakis

Cc:

Lorraine Reza; Jennifer Obert

**Subject:** 

RE: Voice Message Attached from 6613808013 - SUSAN PELLERIN

Name: Angela

Number: (661) 380-8013

Message: Hello, my name is Angel. I'm a Bakersfield homeowner, and I'm in favor of backyard hens.

-----Original Message-----From: Julie Drimakis

Sent: Tuesday, December 15, 2020 8:47 AM To: Kristin Muir <a href="mailto:kmuir@bakersfieldcity.us">kmuir@bakersfieldcity.us</a>

Cc: Lorraine Reza < lreza@bakersfieldcity.us>; Jennifer Obert < jobert@bakersfieldcity.us>

Subject: FW: Voice Message Attached from 6613808013 - SUSAN PELLERIN

Please transcribe.

Julie Drimakis, CPMC, CMC | City Clerk

City of Bakersfield

email: jdrimakis@bakersfieldcity.us

web: www.bakersfieldcity.us

phone: 661-326-3073

----Original Message-----

From: voicemessage@pub-um.hvs.att.com <voicemessage@pub-um.hvs.att.com>

Sent: Monday, December 14, 2020 5:36 PM

To: Clerk Message Line <6613263100@pub-um.hvs.att.com>

Cc: voip3100 < voip3100@bakersfieldcity.us>

Subject: Voice Message Attached from 6613808013 - SUSAN PELLERIN

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

Time: Dec 14, 2020 5:36:26 PM

Click attachment to listen to Voice Message

#### **Lorraine Reza**

From:

Kirk Boland <poprocksncoke0013@gmail.com>

Sent:

Wednesday, December 16, 2020 9:29 AM

To:

City\_Clerk

Subject:

Public Statement 12/16/2020

Attachments:

Council meeting 12\_16.docx

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

Please enter the attachment as a public statement for council meeting on 12/16/2020

Thank you

#### Bakersfield City Council Members,

Back in 2012 when the subject of backyard hens was discussed by the Bakersfield City Council, the Legislative and Litigation Committee wanted to use the ordinances from Santa Rosa and San Diego for guidance. They determined those ordinances were too new at the time to know what potential problems could arise by allowing backyard hens within residential zones.

I was able to contact the Deputy Director of the Development Services
Department for the City of San Diego and a Senior Administrative Assistant for
Code Enforcement for the City of Santa Rosa. Along with 4 other cities; Citrus
Heights, Long Beach, Murrieta and Oxnard. All these cities I have contacted
responded and said that they have had little to no problems with their ordinances
regarding backyard hens.

I have also begun researching cities that passed similar ordinances and I have yet to find **any** city that was required to complete an EIR related to any backyard hen ordinance. The only information I have found is cities filing for a CEQA exemption which I believe the City of Bakersfield has done.

After this lawsuit has been settled the ordinance should be immediately put into place, to do otherwise would be in violation of the civil process of government. There was a vote by the current City Council, in which 4 of the 7 members voted to approve the ordinance. The City Council needs to honor that vote and those council members who sided with the majority of its residents.

Thank you,

Kirk Boland



### **ADMINISTRATIVE REPORT**

**MEETING DATE:** 12/16/2020 Presentation to Dianne Hoover 6. a.

TO: Honorable Mayor and City Council

FROM: Mayor Karen K. Goh

**DATE**: 12/9/2020

WARD:

SUBJECT: Retirement presentation to Dianne Hoover, Recreation & Parks Director,

for 15 years of service to the City of Bakersfield.

STAFF RECOMMENDATION:

**BACKGROUND:** 



### **ADMINISTRATIVE REPORT**

**MEETING DATE**: 12/16/2020 New Business 8. a.

TO: Honorable Mayor and City Council

**FROM:** Julie Drimakis, City Clerk

**DATE:** 12/4/2018

WARD:

**SUBJECT:** Election of Vice-Mayor.

#### STAFF RECOMMENDATION:

To be determined by Council.

#### **BACKGROUND:**

Following a Council election, and in accordance with City Charter, Council shall elect one of its members to serve as Vice-Mayor.

At the next regularly scheduled City Council Meeting on January 6, 2020, and in accordance with Section 2.02.020 of the Municipal Code, the newly elected Vice-Mayor makes appointments to all committees. The following is a list of current standing, ad hoc committees and other Special Board appointees, to be filled on that date:

#### **Standing Committees:**

Budget and Finance
Community Services
Legislative and Litigation
Personnel
Water Resources
Planning and Development
Safe Neighborhoods and Community Relations\*\*
(members serve on Joint City-County Standing
Committee to Combat Gang Violence)

#### Other Vice-Mayor Appointments:

Kern Council of Governments Kern Economic Development Corp. Planning Commission Liaison Solid Waste Management Advisory Committee San Joaquin Valley Air Pollution Control District Special City Selection Committee Local Agency Formation Commission



Minutes

### **ADMINISTRATIVE REPORT**

MEETING DATE:	12/16/2020	Consent – Minutes a.
TO:	Honorable Mayor an	nd City Council
FROM:	Julie Drimakis, City	Clerk
DATE:	10/12/2020	
WARD:		
SUBJECT:	Approval of minutes Meetings.	s of the November 18, 2020, Regular City Council
STAFF RECOMMEN	NDATION:	
BACKGROUND:		
ATTACHMENTS:		
Description		Туре

Backup Material



# BAKERSFIELD CITY COUNCIL MINUTES MEETING OF NOVEMBER 18, 2020

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

#### **REGULAR MEETING** - 3:30 PM

#### 1. ROLL CALL

Present: Mayor Goh, Vice-Mayor Parlier, Councilmembers Gonzales,

Weir, Smith, Freeman (seated at 3:32 p.m.), Sullivan (seated

at 3:35 p.m.)

Absent: Rivera

# SPECIAL NOTICE Public Participation and Accessibility November 18, 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 18, 2020, at 3:30 p.m.** will have limited public access.
- 2. The meeting scheduled for **November 18, 2020, at 5:15 p.m.** will have limited public access.
- 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:

#### Bakersfield, California, November 18, 2020– Page 2

View a live video stream of the meeting at https://bakersfield.novusagenda.com/AgendaPublic/ or, on your local aovernment 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 <a href="City Clerk@bakersfieldcity.us">Clerk@bakersfieldcity.us</a>. 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.

#### WORKSHOPS

a. Presentation on the market analysis findings from the City's consultant and B3K regional prosperity project.
 (Receive and File.)

Nick Ortiz, Greater Bakersfield Chamber of Commerce, made comments and provided a PowerPoint presentation.

Roger Dale, The Natelson Dale Group, made additional comments and provided a PowerPoint presentation.

City Manager Clegg made staff comments.

#### 4. CLOSED SESSION

a. Conference with Legal Counsel — Existing Litigation; Closed Session pursuant to Government Code Section 54956.9(d)(1) regarding Christopher Messick v. Civil Service Board for the Bakersfield Police Department, et al. Kern County Superior Court Case No. BCV-19-101275.

#### 4. **CLOSED SESSION** continued

 Conference with Legal Counsel — Potential Litigation; Closed Session pursuant to Government Code Section 54956.9(d)(2),(e)(3) (One matter).

Re: Notice of Intent to Commence CEQA action

Motion by Vice-Mayor Parlier to adjourn to Closed Session at 4:40 p.m.

The Closed Session meeting was adjourned at 5:25 p.m.

Meeting reconvened at 5:36 p.m.

#### 5. CLOSED SESSION ACTION

a. Conference with Legal Counsel — Existing Litigation; Closed Session pursuant to Government Code Section 54956.9(d)(1) regarding Christopher Messick v. Civil Service Board for the Bakersfield Police Department, et al. Kern County Superior Court Case No. BCV-19-101275.

By a unanimous vote of 6-0, with Councilmember Rivera absent, the City Attorney was given direction.

Conference with Legal Counsel — Potential Litigation; Closed
 Session pursuant to Government Code Section 54956.9(d)(2),(e)(3)
 (One matter).

Re: Notice of Intent to Commence CEQA action

By a unanimous vote of 6-0, with Councilmember Rivera absent, the City Council directed the City Attorney to stipulate to the temporary restraining order with the petitioner, in return for petitioner not seeking recovery of any legal fees.

City Attorney Gennaro announced that the hen ordinance will not go into effect and the public should refrain from obtaining any type of hen or coop at this time.

#### 6. ADJOURNMENT

Mayor Goh adjourned the 3:30 p.m. meeting at 5:37 p.m.

#### **REGULAR MEETING**- 5:41 p.m.

#### 1. ROLL CALL

Present: Mayor Goh, Vice-Mayor Parlier, Councilmembers Gonzales,

Weir, Smith, Freeman, Sullivan

Absent: Rivera

# SPECIAL NOTICE Public Participation and Accessibility November 18, 2020 Bakersfield City Council Meetings

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#### 2. INVOCATION

by Zoe Ellis, Councilmember Sullivan's great-granddaughter.

#### PLEDGE OF ALLEGIANCE

by Zoe Ellis, Isaac Ellis, and Selah Ellis, Councilmember Sullivan's great-grandchildren.

#### 4. PRESENTATIONS

None.

#### 5. PUBLIC STATEMENTS

- a. Lindsay Bloom Nutter spoke regarding the upcoming film Charlie's Christmas Wish and submitted written material.
- Tina Miller, US Navy Veteran, expressed appreciation to Councilmember Sullivan for her public service and her non-profit organization In God We Trust America.

#### 6. WORKSHOPS

None.

#### 7. APPOINTMENTS

None.

#### 8. CONSENT CALENDAR

(Staff recommends adoption of Consent Calendar items.)

#### Minutes:

a. Approval of minutes of the November 4, 2020, Regular City Council Meetings.

#### Payments:

b. Receive and file department payments from October 23, 2020, to November 5, 2020, in the amount of \$13,847,481.19; Self Insurance payments from October 23, 2020, to November 5, 2020, in the amount of \$467,588.01; totaling \$14,315,069.20.

#### **Ordinances:**

#### **Resolutions:**

c. Resolution approving an application to the Kern County Local Agency Formation Commission to annex uninhabited territory into the City identified as Annexation No. 700 (South Union No. 17), generally located on the northwest corner of the South Union Avenue and Astor Avenue intersection. A finding that the project is exempt from the California Environmental Quality Act under Section 15319(a) will also be considered (Ward 1).

#### RES 176-2020

d. Resolution approving an application to the Kern County Local Agency Formation Commission to annex inhabited territory into the City, identified as Annexation No. 703 (Landco No. 4), located at the southeast corner of the Hageman Road and Landco Drive intersection. A finding that the project is exempt from the California Environmental Quality Act under Section 15319(a) will also be considered (Ward 3).

#### RES 177-2020

e. Resolution of the Bakersfield City Council dispensing with formal bidding procedures in the purchase of wireless voice, data, and accessories from Cellco Partnership, D/B/A Verizon wireless and authorizing the use of cooperative procurements contracts for the purchase of wireless voice, data, and accessories in an amount not to exceed \$2,500,000.

#### RES 178-2020

#### 8. CONSENT CALENDAR continued

- f. Purchase of a Caterpillar wheel loader:
  - 1. Resolution determining that a wheel loader can most efficiently be obtained through cooperative procurement bidding procedures from Quinn Cat and authorizing the Finance Director to dispense with bidding thereof, not to exceed \$333,000.

#### RES 179-2020

- 2. Appropriate and Transfer \$333,000 Refuse Enterprise Fund balance to the Public Works Operating Budget within the Equipment Management Fund for the purchase.
- g. Emergency rental of a temporary chiller and the emergency purchase and installation of 155-ton chiller at the Bakersfield Police Department's (BPD) Headquarters Facility Downtown:
  - 1. Resolution dispensing with normal bidding procedures due to the urgent need to purchase and install a 155-ton chiller at BPD Headquarters to repair the buildings Heating, Ventilation, and Air Conditioning (HVAC) system not to exceed \$112,000 and to rent a temporary chiller unit to operate the HVAC system at the BPD Headquarters until the installation of the new chiller has been completed, not to exceed \$54,500.

#### RES 180-2020

2. Agreement with EMCOR Services Hillcrest to install a 155-ton chiller at BPD Headquarters, not to exceed \$112,000.

#### AGR 2020-238

3. Agreement with TRANE to provide and install a temporary chiller at the BPD Headquarters so the HVAC will be functional throughout the facility until the new permanent chiller is installed, not to exceed \$54,500.

#### AGR 2020-239

4. Appropriate \$112,000 from the Facility Replacement Reserve to the Public Works Department Capital Improvement Budget within the Capital Outlay Fund and appropriate \$54,500 from the Facility Replacement Reserve Fund to the Public Works Department Operating Budget

within the General Fund for procurement and rental of 155ton chiller.

#### 8. CONSENT CALENDAR continued

h. Amendment No. 5 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.

#### RES 179-19(5)

- 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. 2064 adding Area 4-226 (623 Kentucky Street) Ward 2

**ROI 2064** 

- 2. ROI No. 2065 adding Area 4-227 (119 L Street) Ward 1

  ROI 2065
- 3. ROI No. 2066 adding Area 4-209 (1401 K Street) –Ward 2

  ROI 2066
- 4. ROI No. 2067 adding Area 4-221 (205 Quantico Avenue) Ward 1

**ROI 2067** 

#### Agreements:

j. Kern River Interests Cost Sharing Agreement, with the Buena Vista Water Storage District, Kern County Water Agency, Kern Delta Water District, North Kern Water Storage District and City (not to exceed \$42,000) relating to United States Army Corps of Engineers Restrictions on Use of Isabella Reservoir Storage Space.

#### AGR 2020-240

k. Agreement with Tyler Technologies, Inc. (\$90,698), for the purchase of Advanced Scheduling software as a service to be used by Bakersfield Police Department.

#### AGR 2020-241

I. Agreement with Pacific West Sound, Inc. (not to exceed \$700,000), for design and installation of a new broadcast and audio visual system for the Council Chambers.

#### AGR 2020-242

#### 8. CONSENT CALENDAR continued

m. Agreement with Servexo Protective Services (not to exceed \$191,920) to provide daily 24 hour onsite security services at the Bakersfield Amtrak Station.

#### AGR 2020-243

n. Final Map and Improvement Agreement with Rosedale Development Ventures, LLC for Parcel Map No. 12326, Located at the SEC of Rosedale Highway and Gibson Street.

#### AGR 2020-244

o. Amendment No. 1 to Improvement Agreement No. 19-206 with Castle & Cooke California, Inc. for Tract 7300 Unit 5, to exchange Security provided from one bonding company with Security from a different bonding company.

#### AGR 19-206(1)

p. Amendment No. 1 to Agreement No. 2020-152 with Housing Authority of the County of Kern (HACK) for CARES Rental Assistance.

#### AGR 2020-152(1)

q. Amendment No. 2 to Agreement No. 15-263 with California Eminent Domain Law Group (\$100,000; revised not to exceed \$600,000) to provide outside legal services for the Centennial Corridor Project.

#### AGR 15-263(2)

r. Amendment No. 2 to Agreement No. CM19-065 with Lehigh Outfitters (not to exceed \$85,000 and extend term to December 31, 2021) for annual safety footwear program.

#### AGR 2020-245

- s. Professional security services:
  - 1. Amendment No. 1 to Agreement No. WR19-045 with M & S Security, Inc. (\$40,000; revised not to exceed \$140,000), for professional security services.

#### AGR 2020-246

2. Appropriate \$100,000 from the fund balance to the Water Resources Domestic Water Enterprise Fund.

#### 8. CONSENT CALENDAR continued

t. Amendment No. 1 to Agreement No. 18-100 with BSK Associates Engineering & Laboratories (\$66,480; revised not to exceed \$174,600 and extend term until December 31, 2021) for groundwater monitoring and reporting for the Wastewater Division.

#### AGR 18-100(1)

u. Amendment No. 2 to Agreement No. 18-012 with AECOM (extend term to June 30, 2022) for the Storm Water Pump Station: Police Department Pistol Range project.

#### AGR 18-012(2)

- v. Professional engineering services:
  - 1. Amendment No. 1 to Agreement No. 19-161 with Quad Knopf, Inc. (\$100,000; revised not to exceed \$150,000), for professional engineering services.

#### AGR 19-161(1)

- 2. Appropriate \$50,000 in fund balance to the Water Resources Capital Improvement Program budget within the Domestic Water Enterprise Fund.
- w. Kern River SCADA Project:
  - 1. Amendment No. 1 to Agreement No. 2020-015 with W.M. Lyles (\$417,150; revised not to exceed \$2,169,402) for design/build services for the Kern River SCADA project.

#### AGR 2020-015(1)

- 2. Appropriate \$375,000 in River and Ag Water fund balance to the Water Resources Capital Improvement Program budget within the River and Ag Water Enterprise Fund.
- x. Contract Change Order No. 3 to Agreement No. 2020-042 with Unified Field Services Corporation, (\$186,508; revised not to exceed \$1,187,232.14) to construct the Water Well Project.

#### AGR 2020-042 CCO 3

y. Contract Change Order No. 10 to Agreement No. 18-154 with Griffith Company for (\$261,407.24; revised not to exceed \$29,764,740.61) for the 24th Street Operational Improvement Project.

#### AGR 18-154 CCO 10

#### 8. CONSENT CALENDAR continued

z. Contract Change Order No. 202 to Agreement No. 14-241 with Security Paving Company (\$252,000; revised not to exceed \$90,349,269.13) for the Beltway Operational Improvements Project.

#### AGR 14-241 CCO 202

#### Bids:

aa. Accept bid and approve contract to J. L. Plank, Inc., dba Cen-Cal Construction (\$103,989) for the construction of HUD curb, and gutter for the Castro area.

#### AGR 2020-247

ab. Accept bid and approve contract to J. L. Plank, Inc., dba Cen-Cal Construction (\$141,354) for the construction of HUD curb, and gutter for the La France area.

#### AGR 2020-248

ac. Accept bid and approve contract to J. L. Plank, Inc., dba Cen-Cal Construction (\$113,561.50) for the construction of HUD curb, and gutter for the Oleander area.

#### AGR 2020-249

ad. Accept bid and approve contract to J. L. Plank, Inc., dba Cen-Cal Construction (\$92,617.50) for the construction of HUD curb, and autter for the Old Town Kern/Beale Area.

#### AGR 2020-250

ae. Accept bid and approve contract with Loop Electric Inc. (\$466,508), for the project Traffic Signal Interconnect on Buena Vista Road between White Lane and Stockdale Highway, Allen Road between Stockdale Highway and Westside Parkway, and Calloway Drive between Stockdale Highway and Brimhall Road.

#### AGR 2020-251

#### Miscellaneous:

- af. Appropriate Federal and Gas Tax Funds to Traffic Signal Interconnect Projects:
  - Appropriate \$343,080 in federal Congestion Mitigation
     Air Quality (CMAQ) Funds into the Public Works Department's
     Capital Improvement Program (CIP) Budget within the
     Federal/State Fund for the Traffic Signal Interconnect on

Akers Road between Hosking Avenue and Panama Lane project (Akers project).

#### 8. CONSENT CALENDAR continued

ITEM 8.af. CONTINUED

- 2. Appropriate \$136,969 in federal CMAQ Funds into the Public Works Department's CIP Budget within the Federal/State Fund for the Traffic Signal Interconnect on Brundage Lane between H Street and P Street project (Brundage Project).
- 3. Appropriate \$142,000 Gas Tax Fund (GTF) balance (\$97,000 for the Akers project and \$45,000 for the Brundage project) to the Public Works Department's CIP Budget for the local share of projects.
- ag. Authorize the Finance Director to write off accounts receivable in various funds totaling \$12,988.73 and forward non bankrupt accounts to a collection agency for additional collection efforts.
- ah. Authorization for the City Manager to negotiate and execute an agreement with Bitwise Industries, Inc. for the Bakersfield CARES Apprenticeship Program in an amount not to exceed \$750,000.
- ai. Fiscal Year 2019-2020 Annual Compliance Report for Park Impact Fees prepared in accordance with California Government Code §66006.
- aj. Position Reclassification: Business Manager (#57880)
- ak. Job Specification Revision: Light Equipment Operator #13160

#### **Successor Agency Business:**

#### Public Safety/Vital Services Measure:

al. Resolution determining that Motorola mobile and portable radios cannot be reasonably obtained through the usual bidding procedures and authorizing the Finance Director to dispense with normal bidding therefore and purchase radio equipment from Motorola Solutions Inc., not to exceed \$10,000.

#### RES 181-2020

am. Resolution determining that a Peterbilt 348 rear loading trash truck can most efficiently be obtained through cooperative procurement bidding procedures from Golden State Peterbilt and authorizing the Finance Director to dispense with bidding thereof, not to exceed \$315,000.

RES 182-2020

#### 8. CONSENT CALENDAR continued

an. Design Consultant Agreement with Engel & Company, Inc. (not to exceed \$50,000), for the Downtown Fleet Services Police Garage Remodel Project.

#### AGR 2020-252

ao. Amendment No. 1 to Agreement No. 2020-035 (extend term to November 30, 2021) with Tanko Streetlighting, Inc. for the Decorative Streetlight Retrofit with Light Emitting Diode Technology.

#### AGR 2020-035(1)

ap. Contract Change Order No. 2 to Agreement No. 2020-071 with Rymac General Contracting, Inc. (\$27,572; revised not to exceed \$843,360) for dry wall finishing work at the Brundage Lane Navigation Center.

#### AGR 2020-071(2)

Assistant City Clerk Legge announced a staff memorandum was received regarding item 8.f., revising the appropriation language.

Motion by Vice-Mayor Parlier to adopt Consent Calendar items 8.a. through 8.ap. Motion passed with Councilmember Rivera absent.

#### 9. CONSENT CALENDAR PUBLIC HEARINGS

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

None.

#### 10. HEARINGS

a. Public Hearing to consider Conditional Use Permit No. 20-0087 (Appeal). Lane Engineers, LLC, is proposing a conditional use permit to allow a truck stop (Love's Travel Stop and Country Store) in the M-1 (Light Manufacturing Zone) district, located at the northeast corner of Taft Highway and South H Street. Ronald Morse submitted an appeal of the Board of Zoning Adjustment's decision to approve the proposal. Addendum to a Mitigated Negative Declaration on file (CUP No. 20-0087).

(Staff recommends adoption of Resolution upholding the decision of the Board of Zoning Adjustment and approving Conditional Use Permit No. 20-0087.)

#### RES 183-2020

A staff memorandum was received regarding item 10.a., transmitting correspondence received in opposition.

Planning Director Johnson made staff comments and provided a PowerPoint presentation.

#### 10. **HEARINGS** continued

ITEM 10.a. CONTINUED

Hearing item 10.a. opened at 6:00 p.m.

The following individuals spoke in opposition to the staff recommendation: Hayden Tidwell; Carlos Papion; Grace Morse; Tom Davis; Frank Trovekio; Rupert Salinas; Roberta Papion; Travis Levey; Jan Salvo; Robert Leaser; Michael Montano; and Jerry Nichols.

Motion by Vice-Mayor Parlier to extend the time limit for public statements by an additional 15 minutes for each side. Motion passed with Councilmember Rivera absent.

Kym Van Dyke, Love's Travel Stop and Country Store, spoke in support of the staff recommendation and submitted written material.

The following individuals spoke in rebuttal opposition to the staff recommendation: Reba Tidwell; Hayden Tidwell; and Grace Morse.

August Zimore spoke in rebuttal support of the staff recommendation.

Hearing item 10.a. closed at 6:58 p.m.

Motion by Vice-Mayor Parlier to approve the staff recommendation with the condition that the applicant will be a good neighbor, the discussed security, and the wall graffiti mitigation. Motion passed with Councilmember Rivera absent.

#### 11. REPORTS

None.

#### 12. DEFERRED BUSINESS

 Resolutions repealing/amending/clarifying various sections of the Council Procedural Manual Chapter Two. (Staff recommends City Council determination.)

RES 58-96(1), RES 184-2020, RES 185-2020, RES 186-2020, RES 187-2020, RES 188-2020, RES 189-2020, RES 190-2020, RES 191-2020, RES 152-01(6)

Assistant City Clerk Legge announced a staff memorandum was received regarding item 12.a., transmitting a revised resolution.

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

Motion by Vice-Mayor Parlier to adopt the resolutions in Exhibits B and C. Motion passed with Councilmember Rivera absent.

#### 13. NEW BUSINESS

None.

#### 14. COUNCIL AND MAYOR STATEMENTS

City Manager Clegg provided an update on the Brundage Lane Navigation Center; and announced the fourth annual Christmas tree lighting ceremony will be held on November 28<sup>th</sup>.

Councilmember Gonzales requested that staff review development fees that are applied to development in the downtown area and scope out a list of incentives to spur development in the downtown area.

Councilmember Gonzales requested that the Planning and Development Committee explore the possibility of an ordinance to allow for boutique wineries in the downtown area; similar to the ordinance that allows for microbreweries.

Councilmember Sullivan spoke regarding the 25 years she has served on the City Council; and expressed appreciation to staff she has had the opportunity to work with over the years.

#### 15. ADJOURNMENT

Mayor Goh adjourned the meeting at 7:55 p.m.

	KAREN GOH
	MAYOR of the City of Bakersfield
ATTEST:	
IIII IE DDIAA A VIS	CHC
JULIE DRIMAKIS,	
CITY CLERK and	Ex Officio Clerk of
the Council of th	ne City of Bakersfield



### **ADMINISTRATIVE REPORT**

**MEETING DATE**: 12/16/2020 Consent – Payments b.

TO: Honorable Mayor and City Council

FROM: Randy McKeegan, Finance Director

**DATE:** 12/4/2020

WARD:

**SUBJECT:** Receive and file department payments from November 6, 2020, to

December 3, 2020, in the amount of \$33,468,074.87; Self Insurance payments from November 6, 2020, to December 3, 2020, in the amount

of \$794,457.07; totaling \$34,262,531.94.

#### 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 12-16-2020 Backup Material
 2-EAP Check Register Admin 12-16-2020 Backup Material

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
9	5118	LOCAL AGENCY FORMATION COMMISS	Dec 3, 2020	\$0.00
715154	28865	BLUE SHIELD OF CALIFORNIA	Nov 6, 2020	\$640,914.35
715155	12857	KAISER PERMANENTE	Nov 6, 2020	\$35,334.15
715156	20713	RANDY'S TOWING LLC	Nov 6, 2020	\$644.00
715157	31207	SAMANTHA VILLANUEVA	Nov 6, 2020	\$5,000.00
715158	29221	UNITED CONCORDIA DENTAL PLANS OF CA	Nov 6, 2020	\$5,099.21
715163	20601	VERIZON WIRELESS	Nov 6, 2020	\$46,726.74
715164	20601	VERIZON WIRELESS	Nov 6, 2020	\$25.02
715165	28	A C ELECTRIC COMPANY	Nov 12, 2020	\$297.50
715166	15433	ADVANCE MOBILE SECURITY	Nov 12, 2020	\$542.95
715167	81	ADVANCED DATA STORAGE INC	Nov 12, 2020	\$87.50
715168	31280	ALCALA'S ACCESSORIES	Nov 12, 2020	\$5,000.00
715169	19696	ALEMAN, KIMBERLY	Nov 12, 2020	\$69.00
715170	160	ALL THAT LETTERING SIGN COMPNY	Nov 12, 2020	\$325.00
715171	28887	ALLIANT INSURANCE SERVICES, INC	Nov 12, 2020	\$5,462.50
715172	10047	MISC RECEIVABLE REFUND VENDOR	Nov 12, 2020	\$191.77
715173	30846	AMERICAN INTERNATIONAL ENVIRONMENTA	Nov 12, 2020	\$15,869.00
715174	31270	AMOS, SHIRLEY	Nov 12, 2020	\$5,000.00
715175	31291	ANDY'S ELECTRICAL SERVICES	Nov 12, 2020	\$5,000.00
715176	31300	ANNIE FULMER	Nov 12, 2020	\$5,000.00
715177	652	BACSCO	Nov 12, 2020	\$39.86
715178	13007	BAKERSFIELD GLASS & WINDOW	Nov 12, 2020	\$15,000.00
715179	10320	BAKERSFIELD HOMELESS CENTER	Nov 12, 2020	\$115,644.25
715180	841	BAKERSFIELD RUBBER STAMP CO	Nov 12, 2020	\$48.61
715181	850	BAKERSFIELD SENIOR CENTER	Nov 12, 2020	\$6,154.70
715182	945	BARNETT'S TOWING SERVICE INC	Nov 12, 2020	\$37.00
715183	31267	BARRAZA, RITA R	Nov 12, 2020	\$5,000.00
715184	31269	BARTON, ANDREA	Nov 12, 2020	\$5,000.00
715185	10047	MISC RECEIVABLE REFUND VENDOR	Nov 12, 2020	\$53.00
715186	1069	BETHANY SERVICES	Nov 12, 2020	\$25,357.51
715187	10047	MISC RECEIVABLE REFUND VENDOR	Nov 12, 2020	\$175.44
715188	31285	BILL MELL & ASSOCIATES INC	Nov 12, 2020	\$5,000.00
715189	22261	BLD CONSULTING	Nov 12, 2020	\$4,800.00
715190	21328	BLOOMER, MICHAEL	Nov 12, 2020	\$218.00
715191	31272	BLUE STAR INVESTMENT INC	Nov 12, 2020	\$10,000.00
715192	70113	BOLTHOUSE PROPERTIES LLC	Nov 12, 2020	\$94,780.88
715193	22817	BORN AGAIN BODYWORKS	Nov 12, 2020	\$6,446.51
715194	16565	BTE COMMUNICATIONS	Nov 12, 2020	\$195.70
715195	22549	BUDAK, KRISTINA	Nov 12, 2020	\$260.00
715196	15292	BURDICK, JEFFREY	Nov 12, 2020	\$66.00
715197	22565	BURTCH CONSTRUCTION INC	Nov 12, 2020	\$9,864.06
715198	31264	CABALLERO, JOSE	Nov 12, 2020	\$151.53
715199	24379	CCI OFFICE TECHNOLOGY	Nov 12, 2020	\$308.94
715200	27074	CEN-CAL CONSTRUCTION INC	Nov 12, 2020	\$29,291.00
715201	10037	MISCELLANEOUS TRUST VENDOR	Nov 12, 2020	\$773.56
715202	31292	CENTRAL TRANSPORT	Nov 12, 2020	\$5,000.00
715203	1888	CHAMPION HARDWARE	Nov 12, 2020	\$85.51
715203	31283	CHAN INSURANCE AGENCY	Nov 12, 2020	\$5,000.00
715204	19804	CHIANELLO, ART	Nov 12, 2020	\$165.00
715205	31289	CLIFFORD COLE	Nov 12, 2020	\$5,000.00
715207	29966	CODE PUBLISHING COMPANY	Nov 12, 2020	\$1,497.05
715207	25371	COFFEE ROAD ANIMAL HOSPITAL INC	Nov 12, 2020	\$401.55
715209	25259	COMMERCIAL CLEANING SYSTEMS INC	Nov 12, 2020	\$9,440.33
715210	31286	CONNIE TINGLEY	Nov 12, 2020	\$5,000.00
715211	31275	CORNERSTONE CONSTRUCTION CO	Nov 12, 2020	\$5,000.00

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715212	30662	CRUZ, GUSTAVO	Nov 12, 2020	\$46.00
715213	27218	CUMMINS PACIFIC LLC	Nov 12, 2020	\$167.54
715214	31078	CUMMINS SALES AND SERVICE	Nov 12, 2020	\$589.30
715215	31294	DA'REGULA LA VALIERE	Nov 12, 2020	\$5,000.00
715216	25337	DAVES FLEET MAINT & TOWING INC	Nov 12, 2020	\$37.00
715217	4140	DAVID JANES COMPANY	Nov 12, 2020	\$136.57
715218	10047	MISC RECEIVABLE REFUND VENDOR	Nov 12, 2020	\$74.64
715219	10047	MISC RECEIVABLE REFUND VENDOR	Nov 12, 2020	\$360.00
715220	31299	DDK BEAUTI INC	Nov 12, 2020	\$5,000.00
715221	28574	DR RONALD OSTROM	Nov 12, 2020	\$1,000.00
715222	18544	DUANE MORRIS LLP	Nov 12, 2020	\$75,094.00
715223	16511	EAN SERVICES LLC	Nov 12, 2020	\$2,510.12
715224	2752	ELBERT DISTRIBUTING	Nov 12, 2020	\$685.04
715225	31271	EVANS, DIANDRA	Nov 12, 2020	\$5,000.00
715226	2901	FEDEX	Nov 12, 2020	\$230.75
715227	25972	FERNANDEZ, MARIA	Nov 12, 2020	\$1,322.51
715228	28511	FIRST ADVANTAGE BACKGROUND	Nov 12, 2020	\$276.88
715229	31287	FITNESS FOR HEALTH CLUB	Nov 12, 2020	\$5,000.00
715230	21457	FUNCTIONAL ERGONOMICS INC	Nov 12, 2020	\$5,000.00
715231	31174	G STUDIO	Nov 12, 2020	\$5,000.00
715232	28064	GENERAL TREE SERVICE INC	Nov 12, 2020	\$23,112.00
715233	3358	GILLIAM & SONS INC	Nov 12, 2020	\$11,893.84
715234	31253	GILMORE, FATIMAH	Nov 12, 2020	\$5,000.00
715235	29376	GLENN, STEVEN	Nov 12, 2020	\$168.00
715236	3403	GOLDEN STATE PETERBILT	Nov 12, 2020	\$1,586.50
715237	3452	GRAYBAR ELECTRIC COMPANY	Nov 12, 2020	\$37.56
715238	24247	GREGS PETROLEUM SERVICES INC	Nov 12, 2020	\$2,608.50
715239	3569	H & S BODY WORKS & TOWING	Nov 12, 2020	\$570.00
715240	3571	H & S HOSE & SUPPLY INC	Nov 12, 2020	\$1,522.15
715241	31284	HERNANDEZ, FRANCES	Nov 12, 2020	\$0.00
715242	17670	HAMMONS, KENNETH	Nov 12, 2020	\$197.18
715243	31279	HEAVEN'S BEST CARPET CLEANING INC	Nov 12, 2020	\$5,000.00
715244	10047	MISC RECEIVABLE REFUND VENDOR	Nov 12, 2020	\$143.33
715245	31268	HERO REAL ESTATE INC	Nov 12, 2020	\$5,000.00
715246	7933	HOME DEPOT	Nov 12, 2020	\$1,270.22
715247	30391	HOME DEPOT PRO	Nov 12, 2020	\$1,085.65
715248	10047	MISC RECEIVABLE REFUND VENDOR	Nov 12, 2020	\$1,541.00
715249	10047	MISC RECEIVABLE REFUND VENDOR	Nov 12, 2020	\$17.92
715250	27898	IES ENGINEERING/INNOVATIVE ENG SYS	Nov 12, 2020	\$1,618.15
715251	31304	IFIT INC	Nov 12, 2020	\$5,000.00
715252	19632	INSIGHT ENVIRONMENTAL CONSULTANTS	Nov 12, 2020	\$2,531.25
715253	31293	JENNIFER BROCK	Nov 12, 2020	\$5,000.00
715254	10047	MISC RECEIVABLE REFUND VENDOR	Nov 12, 2020	\$163.40
715255	28989	K & I SERVICES INC	Nov 12, 2020	\$6,800.00
715256	4288	KAMAN INDUSTRIAL TECHNOLOGIES INC	Nov 12, 2020	\$320.26
715257	31295	KEITH A LAWLESS COMPANY LLC	Nov 12, 2020	\$5,000.00
715258	22379	KEMIRA WATER SOLUTIONS INC	Nov 12, 2020	\$6,597.85
715259	4435	KERN COUNTY CLERKS	Nov 12, 2020	\$450.00
715260	30732	KERN COUNTY FORENSIC SERVICES LLC	Nov 12, 2020	\$750.00
715261	19570	KERN COUNTY RECORDER	Nov 12, 2020	\$83.00
715262	10047	MISC RECEIVABLE REFUND VENDOR	Nov 12, 2020	\$619.90
715263	7492	KERN MACHINERY INC	Nov 12, 2020	\$891.28
715264	25735	KERN MASONRY STRUCTURES INC	Nov 12, 2020	\$11,771.80
715265	26248	KERN PRINT SERVICES INC	Nov 12, 2020	\$651.25

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715266	4677	KERN REFUSE DISPOSAL, INC	Nov 12, 2020	\$1,554,151.76
715267	4701	KERN SPRINKLER LANDSCAPING INC	Nov 12, 2020	\$8,600.00
715268	26294	KRONOS INCORPORATED	Nov 12, 2020	\$346.51
715269	14219	L A GRINDING INC	Nov 12, 2020	\$1,153.01
715270	17229	L C ACTION SUPPLY INC	Nov 12, 2020	\$289.05
715271	29268	LAWSON PRODUCTS INC	Nov 12, 2020	\$782.94
715272	22408	LEHR AUTO ELECTRIC	Nov 12, 2020	\$151.84
715273	28755	LEVEL 3 COMMUNICATIONS LLC	Nov 12, 2020	\$2,100.71
715274	25066	LEXISNEXIS RISK DATA MGMT	Nov 12, 2020	\$2,295.40
715275	22220	LOPEZ, MOISES	Nov 12, 2020	\$160.00
715276	31263	MAGTIBAY, ARBY	Nov 12, 2020	\$140.71
715277	25274	MARTIN & SONS UPHOLSTERY	Nov 12, 2020	\$530.00
715278	16016	MCINTOSH & ASSOCIATES	Nov 12, 2020	\$800.00
715279	28760	MEDIWASTE DISPOSAL LLC	Nov 12, 2020	\$109.00
715280	31276	MEJIA, SANDRA	Nov 12, 2020	\$5,000.00
715281	7064	MERCHANTS PRINTING & ENVELOPE	Nov 12, 2020	\$132.99
715282	14119	METRO RECORD STORAGE INC	Nov 12, 2020	\$18.00
715283	1316	MICHELIN NORTH AMERICA INC	Nov 12, 2020	\$13,335.28
715284	5547	MINUTEMAN PRESS	Nov 12, 2020	\$2,894.98
715285	31297	MONIQUE ALVIDREZ - MANICURIST	Nov 12, 2020	\$5,000.00
715286	5634	MONROE SYSTEMS FOR BUSINESS	Nov 12, 2020	\$759.90
715287	28984	MORALES & MORALES GARDENING	Nov 12, 2020	\$1,200.00
715288	5681	MOSS, ROBERT B JR	Nov 12, 2020	\$6,929.00
715289	885	MSC INDUSTRIAL SUPPLY CO INC	Nov 12, 2020	\$32.95
715290	30041	MULCHMASTER	Nov 12, 2020	\$750.00
715291	10205	MUTUAL BENEFIT ASSOCIATION	Nov 12, 2020	\$1,885.59
715292	30588	MY JOB DEPENDS ON AG MAGAZINE	Nov 12, 2020	\$500.00
715293	25752	NISHIKAWA PROPERTY MAINTENANCE INC	Nov 12, 2020	\$7,139.00
715294	10037	MISCELLANEOUS TRUST VENDOR	Nov 12, 2020	\$4,529.57
715295	16319	NORTHRIDGE HOSPITAL MEDICAL CENTER	Nov 12, 2020	\$1,020.00
715296	30788	NORTHWIND VENTURES INC	Nov 12, 2020	\$23,252.21
715297	28687	NV5 INC	Nov 12, 2020	\$83,912.47
715298	3910	O'CONNOR PEST CONTROL	Nov 12, 2020	\$125.00
715299	14676	OJEDA, DAVID	Nov 12, 2020	\$530.00
715300	30905	OLAGUEZ TRANSPORT	Nov 12, 2020	\$18,375.00
715301	10047	MISC RECEIVABLE REFUND VENDOR	Nov 12, 2020	\$88.41
715302	31306	OMEGA FINANCIAL & INSURANCE SERVICE	Nov 12, 2020	\$5,000.00
715303	28050	ORTIZ, CARLOS	Nov 12, 2020	\$160.00
715304	29655	P & A ADMINISTRATION SERVICES INC	Nov 12, 2020	\$2,788.34
715305	29655	P & A ADMINISTRATION SERVICES INC	Nov 12, 2020	\$6,521.14
715306	29655	P & A ADMINISTRATION SERVICES INC	Nov 12, 2020	\$7,447.90
715307	29655	P & A ADMINISTRATION SERVICES INC	Nov 12, 2020	\$9,193.04
715307	30414	PACE SUPPLY CORP	Nov 12, 2020	\$241.51
715309	6122	PACIFIC POWER INC	Nov 12, 2020	\$11.94
715310	583	PACIFIC WEST SOUND	Nov 12, 2020	\$25,915.05
715310	31274	PANACHE SALON INC	Nov 12, 2020	\$0.00
715311	10047	MISC RECEIVABLE REFUND VENDOR	Nov 12, 2020	\$381.96
715312	31303	PATRICIA BOUCHER		\$5,000.00
715314	31296	PATRICIA BOUCHER  PATRICK HOLMES PAINTING	Nov 12, 2020	\$5,000.00
			Nov 12, 2020	
715315	6205	PAVEMENT RECYCLING SYSTEMS INC	Nov 12, 2020	\$67,436.63
715316	6263	PENSINGER TRAILER RENTALS	Nov 12, 2020	\$86.49
715317	11272	PEOPLE FACTS LLC	Nov 12, 2020	\$21.67
715318	29637	PINNACLE PETROLEUM INC	Nov 12, 2020	\$38,467.56
715319	10047	MISC RECEIVABLE REFUND VENDOR	Nov 12, 2020	\$185.33

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715320	31282	POSITIVE TAX RETURNS	Nov 12, 2020	\$5,000.00
715321	6430	POWER MACHINERY CENTER	Nov 12, 2020	\$374.46
715322	31302	QUICK REPAIR & GIFT	Nov 12, 2020	\$0.00
715323	6555	QUINN COMPANY INC	Nov 12, 2020	\$3,581.93
715324	25313	R & A UPHOLSTERY	Nov 12, 2020	\$180.00
715325	26808	RAMIREZ, PASTOR	Nov 12, 2020	\$160.00
715326	20713	RANDY'S TOWING LLC	Nov 12, 2020	\$74.00
715327	3249	RAY GASKIN SERVICE INC	Nov 12, 2020	\$992.04
715328	6682	RAYMONDS TROPHY AND AWARDS	Nov 12, 2020	\$107.88
715329	28480	READY REFRESH	Nov 12, 2020	\$780.05
715330	31273	RKHS SUBWAY INC	Nov 12, 2020	\$10,000.00
715331	30779	ROCKWOOD ENTERPRISES GROUP	Nov 12, 2020	\$1,232.84
715332	31290	R2 TRUCKING	Nov 12, 2020	\$5,000.00
715333	18072	SAFETY TEK INDUSTRIES INC	Nov 12, 2020	\$200.00
715334	12665	SAN JOAQUIN FENCE & SUPPLY	Nov 12, 2020	\$54,967.20
715335	28903	SAN JOAQUIN VETERINARY HOSPITAL	Nov 12, 2020	\$222.65
715336	27361	SC FUELS	Nov 12, 2020	\$5,076.09
715337	27232	SCELZI EQUIPMENT INC	Nov 12, 2020	\$32.19
715338	30913	SEDGWICK CLAIMS MANAGEMENT SERV	Nov 12, 2020	\$18,756.67
715339	31288	SHEAR CREATIVITY LLC	Nov 12, 2020	\$5,000.00
715340	11090	SHERWIN WILLIAMS COMPANY	Nov 12, 2020	\$1,065.18
715341	30812	SITREP SECURITY SOLUTIONS	Nov 12, 2020	\$4,702.50
715342	7434	SMART & FINAL IRIS COMPANY	Nov 12, 2020	\$200.90
715343	25239	SMITH, TAMIA	Nov 12, 2020	\$227.85
715344	18357	SOUTHWEST VETERINARY HOSPITAL	Nov 12, 2020	\$3,727.90
715345	11907	SPARKLETTS/SIERRA SPRINGS	Nov 12, 2020	\$418.93
715346	29986	STANDARD PLUMBING SUPPLY DBA FLOYDS	Nov 12, 2020	\$123.68
715347	12223	STURGEON, TED	Nov 12, 2020	\$218.00
715348	7719	SUBURBAN PROPANE	Nov 12, 2020	\$4,776.02
715349	31277	SUPERIOR LOCK SERVICE	Nov 12, 2020	\$5,000.00
715350	7810	SYLVIA MENDEZ & ASSOCIATES	Nov 12, 2020	\$900.00
715351	28832	T-MOBILE USA	Nov 12, 2020	\$714.00
715352	31305	TANVEER RIAR DMD INC	Nov 12, 2020	\$10,000.00
715353	31298	TARIN TRANSPORTATION	Nov 12, 2020	\$5,000.00
715354	29053	TATES JANITORIAL SERVICE	Nov 12, 2020	\$910.34
715355	28733	TELELANGUAGE INC	Nov 12, 2020	\$1,095.93
715356	31281	TELEMED MANAGEMENT LLC	Nov 12, 2020	\$10,000.00
715357	19961	THE HON COMPANY-C/O STINSONS	Nov 12, 2020	\$9,229.16
715358	30777	THE MARCOM GROUP	Nov 12, 2020	\$1,800.00
715359	29791	TOTAL COMMUNICATIONS INC	Nov 12, 2020	\$10,179.06
715360	21369	TRANS-WEST SECURITY INC	Nov 12, 2020	\$13,791.52
715361	70200	TRINITY SAFETY CO	Nov 12, 2020	\$536.22
715362	31085	TRUSKOOL MOVEMENT LLC	Nov 12, 2020	\$998.88
715363	27440	TUNE, BRAXTON	Nov 12, 2020	\$211.00
715364	20359	TURF STAR INC	Nov 12, 2020	\$29.15
715365	15212	U.S. BEHAVIORAL HEALTH PLAN	Nov 12, 2020	\$3,806.40
715366	70622	UNDERGROUND CONSTRUCTION CO	Nov 12, 2020	\$1,200.00
715367	26060			\$576.75
715368	31301	VANGUARD CLEANING SYSTEMS INC	Nov 12, 2020	\$5,000.00
		VI DORA EXCLUSIVE	Nov 12, 2020	
715369	16625	VICTORY CIRCLE INC	Nov 12, 2020	\$594.29
715370	31083	VIDEO CONFERENCE GEAR	Nov 12, 2020	\$3,067.01
715371	31278	VISION DESIGNS	Nov 12, 2020	\$5,000.00
715372	18364	WARD, BRADFORD D	Nov 12, 2020	\$360.00
715373	4141	WATTENBARGER DO IT CENTER	Nov 12, 2020	\$192.26

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715374	19776	WEST PAYMENT CENTER	Nov 12, 2020	\$773.24
715375	28544	ZOLL MEDICAL CORPORATION	Nov 12, 2020	\$759.35
715376	25879	ZOOM IMAGING SOLUTIONS, INC.	Nov 12, 2020	\$864.25
715377	537	AT&T	Nov 12, 2020	\$19,528.60
715379	78	ADVANCED DISTRIBUTION CO	Nov 12, 2020	\$7,838.51
715380	30989	AIMS C/O HANNA BROPHY MACLEAN	Nov 12, 2020	\$12,650.56
715381	10047	MISC RECEIVABLE REFUND VENDOR	Nov 12, 2020	\$51.12
715382	10320	BAKERSFIELD HOMELESS CENTER	Nov 12, 2020	\$24,412.91
715391	10623	CALIFORNIA DEPARTMENT OF TAX AND	Nov 12, 2020	\$7,464.00
715392	15712	CALIFORNIA REGIONAL WATER QUALITY	Nov 12, 2020	\$1,949.00
715396	1696	CALIFORNIA WATER SERVICE	Nov 12, 2020	\$56,253.34
715397	11937	CITY OF BAKERSFIELD	Nov 12, 2020	\$795.00
715398	17023	CITY OF BAKERSFIELD	Nov 12, 2020	\$15,105.00
715399	11937	CITY OF BAKERSFIELD	Nov 12, 2020	\$293.43
715400	2714	EAST NILES COMMUNITY SERVICES	Nov 12, 2020	\$2,330.60
715401	25786	G S E CONSTRUCTION CO INC	Nov 12, 2020	\$146,917.37
715403	3427	GRAINGER INC, W W	Nov 12, 2020	\$4,239.11
715404	3450	GRANITE CONSTRUCTION INC	Nov 12, 2020	\$961,847.64
715406	26387	JIM BURKE FORD-EQ	Nov 12, 2020	\$233,591.48
715407	4677	KERN REFUSE DISPOSAL, INC	Nov 12, 2020	\$176,070.53
715410	4740	KERN TURF SUPPLY	Nov 12, 2020	\$9,286.62
715411	10047	MISC RECEIVABLE REFUND VENDOR	Nov 12, 2020	\$300.75
715414	15624	LOWE'S HOME IMPROVEMENT	Nov 12, 2020	\$3,569.69
715415	30034	MECHANIC'S BANK	Nov 12, 2020	\$7,732.50
715416	18230	OILDALE MUTUAL WATER COMPANY	Nov 12, 2020	\$47.68
715417	14088	PACIFIC GAS & ELECTRIC	Nov 12, 2020	\$2,386.99
715419	6114	PACIFIC GAS & ELECTRIC COMPANY	Nov 12, 2020	\$42,134.72
715420	22384	PEREZ, JESSE	Nov 12, 2020	\$391.00
715422	6376	PIONEER PAINT	Nov 12, 2020	\$4,615.75
715424	20713	RANDY'S TOWING LLC	Nov 12, 2020	\$3,641.50
715426	6727	REFRIGERATION SUPPLIES DIST. INC	Nov 12, 2020	\$3,060.59
715427	7096	SJVAPCD	Nov 12, 2020	\$580.00
715428	7096	SJVAPCD	Nov 12, 2020	\$1,182.45
715429	7096	SJVAPCD	Nov 12, 2020	\$6,573.00
715430	7509	SOCALGAS	Nov 12, 2020	\$21.72
715431	7509	SOCALGAS	Nov 12, 2020	\$220.71
715432	7509	SOCALGAS	Nov 12, 2020	\$89.94
715433	7509	SOCALGAS	Nov 12, 2020	\$14.94
715435	7878	TELECOM LAW FIRM PC	Nov 12, 2020	\$47,937.00
715436	21314	TICOR TITLE COMPANY INC	Nov 12, 2020	\$750.00
715439	10428	UNITED REFRIGERATION INC	Nov 12, 2020	\$1,445.55
715440	20601	VERIZON WIRELESS	Nov 12, 2020	\$1,170.75
715441	10047	MISC RECEIVABLE REFUND VENDOR	Nov 12, 2020	\$421.43
715442	30658	ALL AMERICAN BOOT	Nov 13, 2020	\$909.30
715443	23588	ALUMINUM CHUCK WAGON	Nov 13, 2020	\$6,580.98
715444	988	AMERICAN HEALTHCARE PRODUCTS	Nov 13, 2020	\$325.04
715445	30830	ARLINGTON COMPUTER PRODUCTS	Nov 13, 2020	\$1,734.90
715446	523	ATCO INTERNATIONAL	Nov 13, 2020	\$137.26
715447	31056	ATS LLC	Nov 13, 2020	\$2,460.00
715448	19911	BAKERSFIELD HARLEY DAVIDSON INC	Nov 13, 2020	\$149.21
715449	14566	BAKERSFIELD PAINT & WALLPAPER	Nov 13, 2020	\$114.12
715450	618	BAKERSFIELD PLASTICS INC	Nov 13, 2020	\$1,428.92
715451	28231	BIG BRAND TIRE & SERVICE	Nov 13, 2020	\$1,183.10
715452	22817	BORN AGAIN BODYWORKS	Nov 13, 2020	\$14,495.13

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715453	1271	BROCKS TRAILER	Nov 13, 2020	\$214.50
715454	31232	CAMPCALNOW RV PARK & CAMPGROUND	Nov 13, 2020	\$2,849.00
715455	1924	CHESTER AVENUE BRAKE & SUPPLY	Nov 13, 2020	\$185.95
715456	29517	COOPERS PETROLEUM DISTRIBUTOR INC	Nov 13, 2020	\$1,003.21
715457	2442	DELANEY & AHLF DIESEL SERVICE INC	Nov 13, 2020	\$25,097.90
715458	10204	ASSOCIATION BKFD POLICE OFFICER FCU	Nov 13, 2020	\$16,451.13
715459	10211	BAKERSFIELD FIREMEN	Nov 13, 2020	\$12,338.34
715460	10200	BAKERSFIELD FIREMEN RELIEF ASS	Nov 13, 2020	\$7,950.97
715461	10203	BAKERSFIELD POLICE BENEFIT	Nov 13, 2020	\$27,671.57
715462	10205	MUTUAL BENEFIT ASSOCIATION	Nov 13, 2020	\$1,789.36
715463	26810	RELIASTAR LIFE INSURANCE CO	Nov 13, 2020	\$2,539.95
715464	22324	SEIU LOCAL 521	Nov 13, 2020	\$15,987.17
715465	31183	IN YOUR WILDEST DREAMS ANTIQUES INC	Nov 13, 2020	\$10,000.00
715466	31261	LEONARD ALANIZ	Nov 13, 2020	\$5,000.00
715467	5950	OBSERVER GROUP NEWSPAPERS	Nov 13, 2020	\$300.00
715468	21402	SPARTAN INC	Nov 13, 2020	\$398.37
715469	857	BAKERSFIELD S P C A	Nov 16, 2020	\$171,630.00
715470	31344	AAA TIRE SERVICES	Nov 19, 2020	\$0.00
715471	78	ADVANCED DISTRIBUTION CO	Nov 19, 2020	\$0.00
715472	25365	AECOM TECHNICAL SERVICES INC	Nov 19, 2020	\$0.00
715473	29450	ALL AMERICAN UNIFORMS LLC	Nov 19, 2020	\$0.00
715474	28688	ALLIED UNIVERSAL SECURITY SERVICES	Nov 19, 2020	\$0.00
715475	31347	ALPHA PROMOTIONS	Nov 19, 2020	\$0.00
715476	26835	AMERICAN RED CROSS-HEALTH &	Nov 19, 2020	\$0.00
715477	70267	AMERICAS BEST PLUMBING	Nov 19, 2020	\$0.00
715478	31323	ANGELS NAILS	Nov 19, 2020	\$0.00
715479	30584	ASELA ENVIRONMENTAL INC	Nov 19, 2020	\$0.00
715480	31356	ASHLEY SHEPHERD-BAKER	Nov 19, 2020	\$0.00
715481	520	AUTO TINT WEST INC	Nov 19, 2020	\$0.00
715482	652	BACSCO	Nov 19, 2020	\$0.00
715483	675	BAKERSFIELD CALIFORNIAN	Nov 19, 2020	\$0.00
715484	10200	BAKERSFIELD FIREMEN RELIEF ASS	Nov 19, 2020	\$0.00
715485	10320	BAKERSFIELD HOMELESS CENTER	Nov 19, 2020	\$0.00
715486	971	BAKERSFIELD PLUMBING CO INC	Nov 19, 2020	\$0.00
715487	841	BAKERSFIELD RUBBER STAMP CO	Nov 19, 2020	\$0.00
715488	18398	BATTERY SYSTEMS INC	Nov 19, 2020	\$0.00
715489	31348	BECKY TORRES HAIR STYLIST	Nov 19, 2020	\$0.00
715490	31339	BLUE SUN CORP INC	Nov 19, 2020	\$0.00
715491	15538	BOLLES NURSERY LANDSCAPE	Nov 19, 2020	\$0.00
715492	31321	BOWEN ACCOUNTING INC	Nov 19, 2020	\$0.00
715493	19303	BRIGHT HOUSE NETWORKS	Nov 19, 2020	\$0.00
715494	1292	BROWN ARMSTRONG	Nov 19, 2020	\$0.00
715495	1314	BROWNELLS INC	Nov 19, 2020	\$0.00
715496	10267	BUDGET BOLT INC	Nov 19, 2020	\$0.00
715497	13688	C & H FENCE & PATIO INC	Nov 19, 2020	\$0.00
715498	31336	CAFE SMITTEN LLC	Nov 19, 2020	\$0.00
715499	31340	CALIFORNIA TAX SERVICE	Nov 19, 2020	\$0.00
715500	1694	CALIFORNIA WATER SERVICE	Nov 19, 2020	\$0.00
715501	31361	CAMACHO, JESUS	Nov 19, 2020	\$0.00
715502	27074	CEN-CAL CONSTRUCTION INC	Nov 19, 2020	\$0.00
715503	1888	CHAMPION HARDWARE	Nov 19, 2020	\$0.00
715504	19804	CHIANELLO, ART	Nov 19, 2020	\$0.00
715505	801	CLIFFORD & BROWN TRUST	Nov 19, 2020	\$0.00
715506				\$0.00
113300	25288	COMPLETE PAPERLESS SOLUTIONS	Nov 19, 2020	\$0.00

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715507	2174	CONTINUING EDUCATION OF THE	Nov 19, 2020	\$0.00
715508	2253	CULLIGAN WATER CONDITIONING	Nov 19, 2020	\$0.00
715509	31320	D C ENTITIES MANAGEMENT INC	Nov 19, 2020	\$0.00
715510	31322	DAO ENTERPRISES LLC	Nov 19, 2020	\$0.00
715511	14582	DAVE BANG ASSOCIATES INC	Nov 19, 2020	\$0.00
715512	24837	DAVES FABRICATION	Nov 19, 2020	\$0.00
715513	4140	DAVID JANES COMPANY	Nov 19, 2020	\$0.00
715514	20487	DAVIS, TAMMY	Nov 19, 2020	\$0.00
715515	27047	DAYS GENERATOR SERVICE INC	Nov 19, 2020	\$0.00
715516	31334	DEBRA BECKNER	Nov 19, 2020	\$0.00
715517	25962	DEFINITI COMP SOLUTIONS	Nov 19, 2020	\$0.00
715518	31352	DENESHA INSURANCE AGENCY	Nov 19, 2020	\$0.00
715519	24854	DEWEY PEST CONTROL INC	Nov 19, 2020	\$0.00
715520	19322	DRAKE, SCOTT	Nov 19, 2020	\$0.00
715521	13088	E J WARD INCORPORATED	Nov 19, 2020	\$0.00
715522	31337	ENGINEERING FOR KIDS	Nov 19, 2020	\$0.00
715523	2811	ENTENMANN ROVIN CO	Nov 19, 2020	\$0.00
715524	29111	ENVIROTEK CORPORATION	Nov 19, 2020	\$0.00
715525	31325	EXCLUSIVE TECHNOLOGIES	Nov 19, 2020	\$0.00
715526	2901	FEDEX	Nov 19, 2020	\$0.00
715527	31010	FIRST AMERICAN TITLE COMPANY	Nov 19, 2020	\$0.00
715528	19657	FIRST CHOICE SERVICES INC	Nov 19, 2020	\$0.00
715529	3213	GALLS, LLC	Nov 19, 2020	\$0.00
715530	308	GARDENERS SUPPLY INC	Nov 19, 2020	\$0.00
715531	31331	GET FADED BARBER COLLEGE INC	Nov 19, 2020	\$0.00
715532	31319	GHUMAN LAW FIRM	Nov 19, 2020	\$0.00
715533	3358	GILLIAM & SONS INC	Nov 19, 2020	\$0.00
715534	3403	GOLDEN STATE PETERBILT	Nov 19, 2020	\$0.00
715535	31318	GOOSE LOONIES INC	Nov 19, 2020	\$0.00
715536	3450	GRANITE CONSTRUCTION INC	Nov 19, 2020	\$0.00
715537	24247	GREGS PETROLEUM SERVICES INC	Nov 19, 2020	\$0.00
715538	11862	GUARANTEE SHOE CENTER	Nov 19, 2020	\$0.00
715539	29964	HALIFAX SECURITY INC	Nov 19, 2020	\$0.00
715540	3593	HALL LETTER SHOP	Nov 19, 2020	\$0.00
715541	3617	HANNA BROPHY MACLEAN MCALEER	Nov 19, 2020	\$0.00
715542	20053	HLP, INC	Nov 19, 2020	\$0.00
715543	7933	HOME DEPOT	Nov 19, 2020	\$0.00
715544	30391	HOME DEPOT PRO	Nov 19, 2020	\$0.00
715545	25660	HORIZON WATER & ENVIRONMENT LLC	Nov 19, 2020	\$0.00
715546	18263	HUB CONSTRUCTION SPECIALTIES INC	Nov 19, 2020	\$0.00
715547	4089	J & E RESTAURANT SUPPLY INC	Nov 19, 2020	\$0.00
715548	31332	JASMINE & THE NEW TASTE INC	Nov 19, 2020	\$0.00
715549	31357	JAYDENS AUTO REPAIR & TOWING	Nov 19, 2020	\$0.00
715550	31355	JENNIFER SEPULVEDA	Nov 19, 2020	\$0.00
715551	147	JIM ALFTER CEMENT CONTRACTOR	Nov 19, 2020	\$0.00
715552	31338	JOHN BORDER INSURANCE &	Nov 19, 2020	\$0.00
715553	26622	JOHNSON CONTROLS SECURITY SOLUTIONS	Nov 19, 2020	\$0.00
715554	4243	JORGENSEN & CO	Nov 19, 2020	\$0.00
715555	10294	KERN BUILDING MATERIAL INC	Nov 19, 2020	\$0.00
715556	15335	KERN COUNTY COUNSEL	Nov 19, 2020	\$0.00
715557	4529	KERN COUNTY PUBLIC WORKS		\$0.00
			Nov 19, 2020	
715558	4439	KERN COUNTY WASTE MANAGEMENT	Nov 19, 2020	\$0.00
715559	7492	KERN MACHINERY INC	Nov 19, 2020	\$0.00
715560	4677	KERN REFUSE DISPOSAL, INC	Nov 19, 2020	\$0.00

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
715561	4745	KERN VALLEY PRINTING	Nov 19, 2020	\$0.00
715562	17229	L C ACTION SUPPLY INC	Nov 19, 2020	\$0.00
715563	31317	LIFETIME FITNESS INC	Nov 19, 2020	\$0.00
715564	31350	LINDA PIERRO FAMILY	Nov 19, 2020	\$0.00
715565	31342	LISA MUNDY	Nov 19, 2020	\$0.00
715566	31346	LLIANA CASTRO	Nov 19, 2020	\$0.00
715567	31316	LUIS MIGUEL COLLAZOS ESCALANTE DDS	Nov 19, 2020	\$0.00
715568	18492	M & S SECURITY SERVICES	Nov 19, 2020	\$0.00
715569	31349	MARIA MAZE	Nov 19, 2020	\$0.00
715570	31214	MARTINEZ, IRMA	Nov 19, 2020	\$0.00
715571	31265	MASIMO AMERICAS INC	Nov 19, 2020	\$0.00
715572	28399	MAYBERRY, STEVEN	Nov 19, 2020	\$0.00
715573	28951	MCLAUGHLIN WASTE EQUIPMENT INC	Nov 19, 2020	\$0.00
715574	18731	MCPC	Nov 19, 2020	\$0.00
715575	7064	MERCHANTS PRINTING & ENVELOPE	Nov 19, 2020	\$0.00
715576	14119	METRO RECORD STORAGE INC	Nov 19, 2020	\$0.00
715577	18520	METROPOLITAN RECYCLING LLC	Nov 19, 2020	\$0.00
715578	19252	MEYER CIVIL ENGINEERING INC	Nov 19, 2020	\$0.00
715579	1316	MICHELIN NORTH AMERICA INC	Nov 19, 2020	\$0.00
715580	31333	MISTY DELAGARZA	Nov 19, 2020	\$0.00
715581	30269	MOORE AND MOORE INVESTIGATIONS	Nov 19, 2020	\$0.00
715582	5666	MORGAN, ROBERT	Nov 19, 2020	\$0.00
715583	5688	MOTION INDUSTRIES INC	Nov 19, 2020	\$0.00
715584	31343	MOVE OR DIE BOXING	Nov 19, 2020	\$0.00
715585	31324	NAILS BY JULIA	Nov 19, 2020	\$0.00
715586	5897	NEWBY RUBBER INC	Nov 19, 2020	\$0.00
715587	25752	NISHIKAWA PROPERTY MAINTENANCE INC	Nov 19, 2020	\$0.00
715588	28687	NV5 INC	Nov 19, 2020	\$0.00
715589	31329	OFF THE RIM INC	Nov 19, 2020	\$0.00
715590	30905	OLAGUEZ TRANSPORT	Nov 19, 2020	\$0.00
715591	10361	OPEN & SHUT ENTERPRISES	Nov 19, 2020	\$0.00
715592	29655	P & A ADMINISTRATION SERVICES INC	Nov 19, 2020	\$0.00
715593	6448	P T O SALES CORP / TRUCKPRO LLC	Nov 19, 2020	\$0.00
715594	23579	PACIFIC WEST CONTROLS INC	Nov 19, 2020	\$0.00
715595	20446	PAPE MACHINERY INC	Nov 19, 2020	\$0.00
715596	29336	PATRICK, MATTHEW	Nov 19, 2020	\$0.00
715597	14885	PAUL CONWAY SHIELDS INC	Nov 19, 2020	\$0.00
715598	6205	PAVEMENT RECYCLING SYSTEMS INC	Nov 19, 2020	\$0.00
715599	24458	PAVLETICH ELECTRIC	Nov 19, 2020	\$0.00
715600	31328	PBN3 LLC INC	Nov 19, 2020	\$0.00
715601	25270	PENINSULA MESSENGER INC	Nov 19, 2020	\$0.00
715602	29637	PINNACLE PETROLEUM INC	Nov 19, 2020	\$0.00
715603	25843	PINNELL, TOM	Nov 19, 2020	\$0.00
715604	6376	PIONEER PAINT	Nov 19, 2020	\$0.00
715605	29074	PLURALSIGHT LLC	Nov 19, 2020	\$0.00
715606	31314	POCKET OUTDOOR MEDIA INC	Nov 19, 2020	\$0.00
715607	31358	PRINT SHACK INC	Nov 19, 2020	\$0.00
715608	30909	QUADIENT LEASING USA INC	Nov 19, 2020	\$0.00
715609	6682	RAYMONDS TROPHY AND AWARDS	Nov 19, 2020	\$0.00
715610	28480			\$0.00
		READY REFRESH	Nov 19, 2020	\$0.00
715611	19224	REDFLEX INC	Nov 19, 2020	
715612	6727	REFRIGERATION SUPPLIES DIST. INC	Nov 19, 2020	\$0.00
715613	6617	RLH FIRE PROTECTION	Nov 19, 2020	\$0.00
715614	13860	RUETTGERS & SCHULER CIVIL ENG	Nov 19, 2020	\$0.00

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
715615	12654	MISC ASSESSMENT DISTRICT VENDR	Nov 19, 2020	\$0.00
715616	12665	SAN JOAQUIN FENCE & SUPPLY	Nov 19, 2020	\$0.00
715617	31341	SANDOVAL TAX & BOOKKEEPING	Nov 19, 2020	\$0.0
715618	27361	SC FUELS	Nov 19, 2020	\$0.0
715619	70263	SCHWEBEL PETROLEUM CO	Nov 19, 2020	\$0.00
715620	31327	SERVICIO DE IMMIGRACION	Nov 19, 2020	\$0.00
715621	31359	SHONA PHILLIPS	Nov 19, 2020	\$0.00
715622	7376	SIERRA DISPLAY INC	Nov 19, 2020	\$0.00
715623	7374	SIERRA PRINTERS INC	Nov 19, 2020	\$0.00
715624	18005	SLATER PLUMBING & MECHANICAL	Nov 19, 2020	\$0.00
715625	7434	SMART & FINAL IRIS COMPANY	Nov 19, 2020	\$0.00
715626	11907	SPARKLETTS/SIERRA SPRINGS	Nov 19, 2020	\$0.00
715627	7586	SPECIALTY TRIM & AWNING INC	Nov 19, 2020	\$0.00
715628	31330	SPORTS & SPIRITS LLC	Nov 19, 2020	\$0.00
715629	29986	STANDARD PLUMBING SUPPLY DBA FLOYDS	Nov 19, 2020	\$0.00
715630	25604	STAY GREEN INC	Nov 19, 2020	\$0.00
715631	16685	STIERN VETERINARY HOSPITAL	Nov 19, 2020	\$0.00
715632	21606	SUNRISE ENVIRONMENTAL SCIENTIFIC	Nov 19, 2020	\$0.00
715633	7750	SURFACE PUMPS INC	Nov 19, 2020	\$0.00
715634	30360	SYNAGRO WWT INC	Nov 19, 2020	\$0.00
715635	29053	TATES JANITORIAL SERVICE	Nov 19, 2020	\$0.00
715636	27973	TEMPEST INTERACTIVE MEDIA LLC	Nov 19, 2020	\$0.00
715637	17153	TERMINIX INTERNATIONAL INC	Nov 19, 2020	\$0.00
715638	17175	THYSSENKRUPP ELEVATOR INC	Nov 19, 2020	\$0.00
715639	29088	TODD GROUNDWATER	Nov 19, 2020	\$0.00
715640	31335	TOMAS PIEDRA	Nov 19, 2020	\$0.00
715641	31351	TRACY BACA ESTHETICIAN	Nov 19, 2020	\$0.00
715642	28514	TRAFFIC MANAGEMENT INC	Nov 19, 2020	\$0.00
715643	21369	TRANS-WEST SECURITY INC	Nov 19, 2020	\$0.00
715644	584	ULINE SHIPPING SUPPLY	Nov 19, 2020	\$0.00
715645	30029	UNITED CONCORDIA DENTAL PLANS OF CA	Nov 19, 2020	\$0.00
715646	8319	UNITED PARCEL SERVICE	Nov 19, 2020	\$0.00
715647	30972	VALCOMM TECHNOLOGIES INC	Nov 19, 2020	\$0.00
715648	19844	VAN WYK, MITCH	Nov 19, 2020	\$0.00
715649	19844	VAN WYK, MITCH	Nov 19, 2020	\$0.00
715650	19844	VAN WYK, MITCH	Nov 19, 2020	\$0.00
715651	30678	VERDE DESIGN INC	Nov 19, 2020	\$0.00
715652	20601	VERIZON WIRELESS	Nov 19, 2020	\$0.00
715653	31326	VONCILE MCDANIEL	Nov 19, 2020	\$0.00
715654	30432	V3 COMPANIES LTD	Nov 19, 2020	\$0.00
715655	5158	W M LYLES COMPANY	Nov 19, 2020	\$0.00
715656	31353	13 INSURANCE SERVICES INC	Nov 19, 2020	\$0.00
715657	31354	22 INSURANCE SERVICES INC	Nov 19, 2020	\$0.00
715658	28854	3C PAYMENT (USA) CORP	Nov 19, 2020	\$0.00
715659	537	AT&T	Nov 19, 2020	\$0.00
715660	6129	AT&T	Nov 19, 2020	\$0.00
715661	18484	AT&T	Nov 19, 2020	\$0.00
715662	30989	AIMS C/O HANNA BROPHY MACLEAN	Nov 19, 2020	\$0.00
715663	10320			\$0.00
715664		BAKERSFIELD HOMELESS CENTER	Nov 19, 2020	\$0.00
	10351	BOWMAN ASPHALT	Nov 19, 2020	
715666	1696	CALIFORNIA WATER SERVICE	Nov 19, 2020	\$0.00
715667	1944	CHICAGO TITLE COMPANY INC	Nov 19, 2020	\$0.00
715668	2050	CLIFFORD & BROWN	Nov 19, 2020	\$0.00
715669	2469	DEPARTMENT OF JUSTICE	Nov 19, 2020	\$0.00

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
715670	2469	DEPARTMENT OF JUSTICE	Nov 19, 2020	\$0.00
715671	31310	ERICSSON, ANNA	Nov 19, 2020	\$0.00
715673	3427	GRAINGER INC, W W	Nov 19, 2020	\$0.00
715674	13540	IAI	Nov 19, 2020	\$0.00
715676	30732	KERN COUNTY FORENSIC SERVICES LLC	Nov 19, 2020	\$0.00
715677	23127	KERN COUNTY TREASURER TAX COLLECTOR	Nov 19, 2020	\$0.00
715678	23127	KERN COUNTY TREASURER TAX COLLECTOR	Nov 19, 2020	\$0.00
715679	23127	KERN COUNTY TREASURER TAX COLLECTOR	Nov 19, 2020	\$0.00
715680	23127	KERN COUNTY TREASURER TAX COLLECTOR	Nov 19, 2020	\$0.00
715681	23127	KERN COUNTY TREASURER TAX COLLECTOR	Nov 19, 2020	\$0.00
715682	23127	KERN COUNTY TREASURER TAX COLLECTOR	Nov 19, 2020	\$0.00
715683	23127	KERN COUNTY TREASURER TAX COLLECTOR	Nov 19, 2020	\$0.00
715685	4740	KERN TURF SUPPLY	Nov 19, 2020	\$0.00
715686	5121	LOCAL GOVERNMENT PUBLICATIONS	Nov 19, 2020	\$0.00
715689	15624	LOWE'S HOME IMPROVEMENT	Nov 19, 2020	\$0.00
715690	12627	MARDEROSIAN & COHEN	Nov 19, 2020	\$0.00
715694	6114	PACIFIC GAS & ELECTRIC COMPANY	Nov 19, 2020	\$0.00
715695	28492	SIERRA OAKS PARTNERS LLC	Nov 19, 2020	\$0.00
715696	7096	SJVAPCD	Nov 19, 2020	\$0.00
715697	7103	SJVAPCD	Nov 19, 2020	\$0.00
715698	7103	SJVAPCD	Nov 19, 2020	\$0.00
715699	7509	SOCALGAS	Nov 19, 2020	\$0.00
715700	18357	SOUTHWEST VETERINARY HOSPITAL	Nov 19, 2020	\$0.00
715701	11709	STATE OF CALIFORNIA	Nov 19, 2020	\$0.00
715702	7640	STATE WATER RESOURCES CONTROL BOARD	Nov 19, 2020	\$0.00
715703	31311	THE NOTARY SMITH	Nov 19, 2020	\$0.00
715708	10428	UNITED REFRIGERATION INC	Nov 19, 2020	\$0.00
715709	26621	US POSTAL SERVICE (QUADIENT-POC)	Nov 19, 2020	\$0.00
715710	8611	VAUGHN WATER CO., INC.	Nov 19, 2020	\$0.00
715711	30002	MEDICAL EYE SERVICE COMPANY	Nov 19, 2020	\$0.00
715712	26810	RELIASTAR LIFE INSURANCE CO	Nov 19, 2020	\$0.00
715713	30027	U S BANK - PARS #6746022400	Nov 19, 2020	\$0.00
715714	30020	UNUM	Nov 19, 2020	\$0.00
715715	31344	AAA TIRE SERVICES	Nov 19, 2020	\$5,000.00
715716	78	ADVANCED DISTRIBUTION CO	Nov 19, 2020	\$1,454.56
715717	25365	AECOM TECHNICAL SERVICES INC	Nov 19, 2020	\$53,879.07
715718	29450	ALL AMERICAN UNIFORMS LLC	Nov 19, 2020	\$487.13
715719	28688	ALLIED UNIVERSAL SECURITY SERVICES	Nov 19, 2020	\$10,436.40
715720	31347	ALPHA PROMOTIONS	Nov 19, 2020	\$5,000.00
715721	26835	AMERICAN RED CROSS-HEALTH &	Nov 19, 2020	\$515.37
715722	70267	AMERICAS BEST PLUMBING	Nov 19, 2020	\$400.00
715723	31323	ANGELS NAILS	Nov 19, 2020	\$5,000.00
715724	30584	ASELA ENVIRONMENTAL INC	Nov 19, 2020	\$10,760.00
715725	31356	ASHLEY SHEPHERD-BAKER	Nov 19, 2020	\$5,000.00
715726	520	AUTO TINT WEST INC	Nov 19, 2020	\$3,000.00
715727	652	B A C S CO	Nov 19, 2020	\$135.04
715727	675	BAKERSFIELD CALIFORNIAN	Nov 19, 2020	\$2,084.24
715729	10200	BAKERSFIELD FIREMEN RELIEF ASS	Nov 19, 2020	\$7,830.42
715730	10320	BAKERSFIELD HOMELESS CENTER		\$35,515.31
	971		Nov 19, 2020	
715731		BAKERSFIELD PLUMBING CO INC	Nov 19, 2020	\$308.75
715732	841	BAKERSFIELD RUBBER STAMP CO	Nov 19, 2020	\$187.92
715733	18398	BATTERY SYSTEMS INC	Nov 19, 2020	\$85.78
715734	31348	BECKY TORRES HAIR STYLIST	Nov 19, 2020	\$5,000.00
715735	31339	BLUE SUN CORP INC	Nov 19, 2020	\$5,000.00

Check Number	Vendor Number	Vendor Name	Check Date	<b>Check Amount</b>
715736	15538	BOLLES NURSERY LANDSCAPE	Nov 19, 2020	\$4,832.68
715737	31321	BOWEN ACCOUNTING INC	Nov 19, 2020	\$5,000.00
715738	19303	BRIGHT HOUSE NETWORKS	Nov 19, 2020	\$259.65
715739	1292	BROWN ARMSTRONG	Nov 19, 2020	\$15,538.43
715740	1314	BROWNELLS INC	Nov 19, 2020	\$73.29
715741	10267	BUDGET BOLT INC	Nov 19, 2020	\$256.17
715742	13688	C & H FENCE & PATIO INC	Nov 19, 2020	\$26,312.74
715743	31336	CAFE SMITTEN LLC	Nov 19, 2020	\$20,000.00
715744	31340	CALIFORNIA TAX SERVICE	Nov 19, 2020	\$5,000.00
715745	1694	CALIFORNIA WATER SERVICE	Nov 19, 2020	\$7,453.00
715746	31361	CAMACHO, JESUS	Nov 19, 2020	\$46.00
715747	27074	CEN-CAL CONSTRUCTION INC	Nov 19, 2020	\$43,565.90
715748	1888	CHAMPION HARDWARE	Nov 19, 2020	\$771.97
715749	19804	CHIANELLO, ART	Nov 19, 2020	\$893.12
715750	801	CLIFFORD & BROWN TRUST	Nov 19, 2020	\$3,711.00
715751	25288	COMPLETE PAPERLESS SOLUTIONS	Nov 19, 2020	\$845.10
715752	2174	CONTINUING EDUCATION OF THE	Nov 19, 2020	\$201.98
715753	2253	CULLIGAN WATER CONDITIONING	Nov 19, 2020	\$180.00
715754	31320	D C ENTITIES MANAGEMENT INC	Nov 19, 2020	\$20,000.00
715755	31322	DAO ENTERPRISES LLC	Nov 19, 2020	\$5,000.00
715756	14582	DAVE BANG ASSOCIATES INC	Nov 19, 2020	\$11,078.27
715757	24837	DAVES FABRICATION	Nov 19, 2020	\$5,000.00
715758	4140	DAVID JANES COMPANY	Nov 19, 2020	\$226.97
715759	20487	DAVIS, TAMMY	Nov 19, 2020	\$66.39
715760	27047	DAYS GENERATOR SERVICE INC	Nov 19, 2020	\$33,165.20
715761	31334	DEBRA BECKNER	Nov 19, 2020	\$5,000.00
715762	25962	DEFINITI COMP SOLUTIONS	Nov 19, 2020	\$27.60
715763	31352	DENESHA INSURANCE AGENCY	Nov 19, 2020	\$5,000.00
715764	24854	DEWEY PEST CONTROL INC	Nov 19, 2020	\$370.00
715765	19322	DRAKE, SCOTT	Nov 19, 2020	\$195.91
715766	13088	E J WARD INCORPORATED	Nov 19, 2020	\$4,237.38
715767	31337	ENGINEERING FOR KIDS	Nov 19, 2020	\$5,000.00
715768	2811	ENTENMANN ROVIN CO	Nov 19, 2020	\$2,998.73
715769	29111	ENVIROTEK CORPORATION	Nov 19, 2020	\$4,873.90
715770	31325	EXCLUSIVE TECHNOLOGIES	Nov 19, 2020	\$5,000.00
715771	2901	FEDEX	Nov 19, 2020	\$94.62
715772	31010	FIRST AMERICAN TITLE COMPANY	Nov 19, 2020	\$420.00
715773	19657	FIRST CHOICE SERVICES INC	Nov 19, 2020	\$389.46
715774	3213	GALLS, LLC	Nov 19, 2020	\$1,521.22
715775	308	GARDENERS SUPPLY INC	Nov 19, 2020	\$352.85
715776	31331	GET FADED BARBER COLLEGE INC	Nov 19, 2020	\$5,000.00
715777	31319	GHUMAN LAW FIRM	Nov 19, 2020	\$5,000.00
715778	3358	GILLIAM & SONS INC	Nov 19, 2020	\$45,078.95
715779	3403	GOLDEN STATE PETERBILT	Nov 19, 2020	\$364.16
715780	31318	GOOSE LOONIES INC	Nov 19, 2020	\$20,000.00
715781	3450	GRANITE CONSTRUCTION INC	Nov 19, 2020	\$1,101,930.13
715782	24247	GREGS PETROLEUM SERVICES INC	Nov 19, 2020	\$1,101,930.13
715783	11862	GUARANTEE SHOE CENTER	Nov 19, 2020	\$1,364.74
715784	29964	HALIFAX SECURITY INC	Nov 19, 2020	\$3,383.36
715785	3593	HALL LETTER SHOP	Nov 19, 2020	\$115.90
715786	3617	HANNA BROPHY MACLEAN MCALEER	Nov 19, 2020	\$20.00
715787	20053	HLP, INC	Nov 19, 2020	\$22.40
715788	7933	HOME DEPOT DDO	Nov 19, 2020	\$1,095.22
715789	30391	HOME DEPOT PRO	Nov 19, 2020	\$1,977.90

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715790	25660	HORIZON WATER & ENVIRONMENT LLC	Nov 19, 2020	\$26,423.07
715791	18263	HUB CONSTRUCTION SPECIALTIES INC	Nov 19, 2020	\$1,371.77
715792	4089	J & E RESTAURANT SUPPLY INC	Nov 19, 2020	\$121,256.89
715793	31332	JASMINE & THE NEW TASTE INC	Nov 19, 2020	\$5,000.00
715794	31357	JAYDENS AUTO REPAIR & TOWING	Nov 19, 2020	\$5,000.00
715795	31355	JENNIFER SEPULVEDA	Nov 19, 2020	\$5,000.00
715796	147	JIM ALFTER CEMENT CONTRACTOR	Nov 19, 2020	\$78,675.51
715797	31338	JOHN BORDER INSURANCE &	Nov 19, 2020	\$5,000.00
715798	26622	JOHNSON CONTROLS SECURITY SOLUTIONS	Nov 19, 2020	\$887.17
715799	4243	JORGENSEN & CO	Nov 19, 2020	\$74.00
715800	10294	KERN BUILDING MATERIAL INC	Nov 19, 2020	\$1,102.97
715801	15335	KERN COUNTY COUNSEL	Nov 19, 2020	\$207.00
715802	4529	KERN COUNTY PUBLIC WORKS	Nov 19, 2020	\$194,390.17
715803	4439	KERN COUNTY WASTE MANAGEMENT	Nov 19, 2020	\$182,389.49
715804	7492	KERN MACHINERY INC	Nov 19, 2020	\$723.02
715805	4677	KERN REFUSE DISPOSAL, INC	Nov 19, 2020	\$5,975.00
715806	4745	KERN VALLEY PRINTING	Nov 19, 2020	\$10,000.00
715807	17229	L C ACTION SUPPLY INC	Nov 19, 2020	\$30,867.75
715808	31317	LIFETIME FITNESS INC	Nov 19, 2020	\$5,000.00
715809	31350	LINDA PIERRO FAMILY	Nov 19, 2020	\$5,000.00
715810	31342	LISA MUNDY	Nov 19, 2020	\$5,000.00
715811	31346	LLIANA CASTRO	Nov 19, 2020	\$5,000.00
715812	31316	LUIS MIGUEL COLLAZOS ESCALANTE DDS	Nov 19, 2020	\$5,000.00
715813	18492	M & S SECURITY SERVICES	Nov 19, 2020	\$7,712.00
715814	31349	MARIA MAZE	Nov 19, 2020	\$5,000.00
715815	31214	MARTINEZ, IRMA	Nov 19, 2020	\$5,000.00
715816	31265	MASIMO AMERICAS INC	Nov 19, 2020	\$763.15
715817	28399	MAYBERRY, STEVEN	Nov 19, 2020	\$405.00
715818	28951	MCLAUGHLIN WASTE EQUIPMENT INC	Nov 19, 2020	\$2,307.00
715819	18731	MCPC	Nov 19, 2020	\$1,591.94
715820	30002	MEDICAL EYE SERVICE COMPANY	Nov 19, 2020	\$5,212.87
715821	7064	MERCHANTS PRINTING & ENVELOPE	Nov 19, 2020	\$561.99
715822	14119	METRO RECORD STORAGE INC	Nov 19, 2020	\$5,161.50
715823	18520	METROPOLITAN RECYCLING LLC	Nov 19, 2020	\$85,925.89
715824	19252	MEYER CIVIL ENGINEERING INC	Nov 19, 2020	\$33,467.00
715825	1316	MICHELIN NORTH AMERICA INC	Nov 19, 2020	\$3,729.66
715826	31333	MISTY DELAGARZA	Nov 19, 2020	\$5,000.00
715827	30269	MOORE AND MOORE INVESTIGATIONS	Nov 19, 2020	\$290.00
715828	5666	MORGAN, ROBERT	Nov 19, 2020	\$179.18
715829	5688	MOTION INDUSTRIES INC	Nov 19, 2020	\$65.80
715830	31343	MOVE OR DIE BOXING	Nov 19, 2020	\$5,000.00
715831	31324	NAILS BY JULIA	Nov 19, 2020	\$5,000.00
715832	5897	NEWBY RUBBER INC	Nov 19, 2020	\$5,314.25
715833	25752	NISHIKAWA PROPERTY MAINTENANCE INC	Nov 19, 2020	\$9,309.00
715834	28687	NV5 INC	Nov 19, 2020	\$18,247.96
715835	31329	OFF THE RIM INC	Nov 19, 2020	\$5,000.00
715836	30905	OLAGUEZ TRANSPORT	Nov 19, 2020	\$17,500.00
715837	10361	OPEN & SHUT ENTERPRISES	Nov 19, 2020	\$85.00
715838	29655	P & A ADMINISTRATION SERVICES INC	Nov 19, 2020	\$353.35
715839	6448	P T O SALES CORP / TRUCKPRO LLC	Nov 19, 2020	\$293.78
715840	23579	PACIFIC WEST CONTROLS INC	Nov 19, 2020	\$4,648.96
715841	20446	PAPE MACHINERY INC	Nov 19, 2020	\$642.71
715842	29336	PATRICK, MATTHEW	Nov 19, 2020	\$634.50
715843	14885	PAUL CONWAY SHIELDS INC	Nov 19, 2020	\$218.96

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715844	6205	PAVEMENT RECYCLING SYSTEMS INC	Nov 19, 2020	\$61,454.28
715845	24458	PAVLETICH ELECTRIC	Nov 19, 2020	\$962.00
715846	31328	PBN3 LLC INC	Nov 19, 2020	\$15,000.00
715847	25270	PENINSULA MESSENGER INC	Nov 19, 2020	\$614.38
715848	29637	PINNACLE PETROLEUM INC	Nov 19, 2020	\$18,900.34
715849	25843	PINNELL, TOM	Nov 19, 2020	\$4,500.00
715850	6376	PIONEER PAINT	Nov 19, 2020	\$3,865.54
715851	29074	PLURALSIGHT LLC	Nov 19, 2020	\$20,293.33
715852	31314	POCKET OUTDOOR MEDIA INC	Nov 19, 2020	\$3,695.00
715853	31358	PRINT SHACK INC	Nov 19, 2020	\$5,000.00
715854	30909	QUADIENT LEASING USA INC	Nov 19, 2020	\$1,949.27
715855	6682	RAYMONDS TROPHY AND AWARDS	Nov 19, 2020	\$529.56
715856	28480	READY REFRESH	Nov 19, 2020	\$135.68
715857	19224	REDFLEX INC	Nov 19, 2020	\$55,791.10
715858	6727	REFRIGERATION SUPPLIES DIST. INC	Nov 19, 2020	\$995.80
715859	26810	RELIASTAR LIFE INSURANCE CO	Nov 19, 2020	\$4,080.35
715860	6617	RLH FIRE PROTECTION	Nov 19, 2020	\$165.00
715861	13860	RUETTGERS & SCHULER CIVIL ENG	Nov 19, 2020	\$14,816.40
715862	12654	MISC ASSESSMENT DISTRICT VENDR	Nov 19, 2020	\$2,947.69
715863	12665	SAN JOAQUIN FENCE & SUPPLY	Nov 19, 2020	\$6,582.20
715864	31341	SANDOVAL TAX & BOOKKEEPING	Nov 19, 2020	\$5,000.00
715865	27361	SC FUELS	Nov 19, 2020	\$9,613.80
715866	70263	SCHWEBEL PETROLEUM CO	Nov 19, 2020	\$700.00
715867	31327	SERVICIO DE IMMIGRACION	Nov 19, 2020	\$5,000.00
715868	31359	SHONA PHILLIPS	Nov 19, 2020	\$5,000.00
715869	7376	SIERRA DISPLAY INC	Nov 19, 2020	\$1,926.97
715870	7374	SIERRA PRINTERS INC	Nov 19, 2020	\$10,000.00
715871	18005	SLATER PLUMBING & MECHANICAL	Nov 19, 2020	\$1,939.74
715872	7434	SMART & FINAL IRIS COMPANY	Nov 19, 2020	\$378.16
715873	11907	SPARKLETTS/SIERRA SPRINGS	Nov 19, 2020	\$448.67
715874	7586	SPECIALTY TRIM & AWNING INC	Nov 19, 2020	\$6,982.13
715875	31330	SPORTS & SPIRITS LLC	Nov 19, 2020	\$10,000.00
715876	29986	STANDARD PLUMBING SUPPLY DBA FLOYDS	Nov 19, 2020	\$252.08
715877	25604	STAY GREEN INC	Nov 19, 2020	\$1,320.00
715878	16685	STIERN VETERINARY HOSPITAL	Nov 19, 2020	\$104.95
715879	21606	SUNRISE ENVIRONMENTAL SCIENTIFIC	Nov 19, 2020	\$663.04
715880	7750	SURFACE PUMPS INC	Nov 19, 2020	\$5,275.36
715881	30360	SYNAGRO WWT INC	Nov 19, 2020	\$9,465.42
715882	29053	TATES JANITORIAL SERVICE	Nov 19, 2020	\$6,032.83
715883	27973	TEMPEST INTERACTIVE MEDIA LLC	Nov 19, 2020	\$200.00
715884	17153	TERMINIX INTERNATIONAL INC	Nov 19, 2020	\$77.00
715885	17175	THYSSENKRUPP ELEVATOR INC	Nov 19, 2020	\$5,800.00
715886	29088	TODD GROUNDWATER	Nov 19, 2020	\$9,000.90
715887	31335	TOMAS PIEDRA	Nov 19, 2020	\$5,000.00
715888	31351	TRACY BACA ESTHETICIAN	Nov 19, 2020	\$5,000.00
715889	28514	TRAFFIC MANAGEMENT INC	Nov 19, 2020	\$7,465.54
715890	21369	TRANS-WEST SECURITY INC	Nov 19, 2020	\$13,331.25
715891	30027	U S BANK - PARS #6746022400	Nov 19, 2020	\$2,817.16
715892	584	ULINE SHIPPING SUPPLY	Nov 19, 2020	\$1,056.85
715893	30029	UNITED CONCORDIA DENTAL PLANS OF CA	Nov 19, 2020	\$56,363.21
715894	8319	UNITED PARCEL SERVICE	Nov 19, 2020	\$27.13
715895	30020	UNUM	Nov 19, 2020	\$6,072.69
715896	30972	VALCOMM TECHNOLOGIES INC	Nov 19, 2020	\$1,905.00
715897	19844	VAN WYK, MITCH	Nov 19, 2020	\$8,866.00

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715898	19844	VAN WYK, MITCH	Nov 19, 2020	\$7,950.00
715899	19844	VAN WYK, MITCH	Nov 19, 2020	\$5,671.00
715900	30678	VERDE DESIGN INC	Nov 19, 2020	\$19,727.75
715901	20601	VERIZON WIRELESS	Nov 19, 2020	\$26,428.20
715902	31326	VONCILE MCDANIEL	Nov 19, 2020	\$5,000.00
715903	30432	V3 COMPANIES LTD	Nov 19, 2020	\$12,090.22
715904	5158	W M LYLES COMPANY	Nov 19, 2020	\$115,726.15
715905	31353	13 INSURANCE SERVICES INC	Nov 19, 2020	\$5,000.00
715906	31354	22 INSURANCE SERVICES INC	Nov 19, 2020	\$5,000.00
715907	28854	3C PAYMENT (USA) CORP	Nov 19, 2020	\$100.00
715908	537	AT&T	Nov 19, 2020	\$1,179.62
715909	6129	A T & T	Nov 19, 2020	\$200.39
715910	18484	A T & T	Nov 19, 2020	\$9,750.71
715911	30989	AIMS C/O HANNA BROPHY MACLEAN	Nov 19, 2020	\$14,322.63
715912	10320	BAKERSFIELD HOMELESS CENTER	Nov 19, 2020	\$21,545.50
715913	10351	BOWMAN ASPHALT	Nov 19, 2020	\$843,365.98
715915	1696	CALIFORNIA WATER SERVICE	Nov 19, 2020	\$42,072.12
715916	1944	CHICAGO TITLE COMPANY INC	Nov 19, 2020	\$750.00
715917	2050	CLIFFORD & BROWN	Nov 19, 2020	\$18,750.00
715918	2469	DEPARTMENT OF JUSTICE	Nov 19, 2020	\$1,236.00
715919	2469	DEPARTMENT OF JUSTICE	Nov 19, 2020	\$96.00
715920	31310	ERICSSON, ANNA	Nov 19, 2020	\$1,000.00
715922	3427	GRAINGER INC, W W	Nov 19, 2020	\$3,769.92
715923	13540	IAI	Nov 19, 2020	\$560.00
715925	30732	KERN COUNTY FORENSIC SERVICES LLC	Nov 19, 2020	\$14,000.00
715926	23127	KERN COUNTY TREASURER TAX COLLECTOR	Nov 19, 2020	\$21.22
715927	23127	KERN COUNTY TREASURER TAX COLLECTOR	Nov 19, 2020	\$41.08
715928	23127	KERN COUNTY TREASURER TAX COLLECTOR	Nov 19, 2020	\$41.05
715929	23127	KERN COUNTY TREASURER TAX COLLECTOR	Nov 19, 2020	\$41.08
715930	23127	KERN COUNTY TREASURER TAX COLLECTOR	Nov 19, 2020	\$130.07
715931	23127	KERN COUNTY TREASURER TAX COLLECTOR	Nov 19, 2020	\$23.40
715932	23127	KERN COUNTY TREASURER TAX COLLECTOR	Nov 19, 2020	\$23.40
715934	4740	KERN TURF SUPPLY	Nov 19, 2020	\$3,396.71
715935	5121	LOCAL GOVERNMENT PUBLICATIONS	Nov 19, 2020	\$278.63
715938	15624	LOWE'S HOME IMPROVEMENT	Nov 19, 2020	\$2,710.77
715939	12627	MARDEROSIAN & COHEN	Nov 19, 2020	\$80,000.00
715943	6114	PACIFIC GAS & ELECTRIC COMPANY	Nov 19, 2020	\$394,244.74
715944	28492	SIERRA OAKS PARTNERS LLC	Nov 19, 2020	\$89,930.00
715945	7096	SJVAPCD	Nov 19, 2020	\$235.40
715946	7103	SJVAPCD	Nov 19, 2020	\$160.50
715947	7103	SJVAPCD	Nov 19, 2020	\$107.00
715948	7509	SOCALGAS	Nov 19, 2020	\$15.94
715949	18357	SOUTHWEST VETERINARY HOSPITAL	Nov 19, 2020	\$36.22
715950	11709	STATE OF CALIFORNIA	Nov 19, 2020	\$230.00
715951	7640	STATE WATER RESOURCES CONTROL BOARD	Nov 19, 2020	\$3,289.00
715951	31311	THE NOTARY SMITH	Nov 19, 2020	\$50.00
715957	10428	UNITED REFRIGERATION INC	Nov 19, 2020	\$3,721.45
715957	26621	US POSTAL SERVICE (QUADIENT-POC)	Nov 19, 2020	\$25,000.00
	8611	· · · · · · · · · · · · · · · · · · ·		
715959		VAUGHN WATER CO., INC.	Nov 19, 2020	\$8,839.30
715961	28739	WESTAIR GASES & EQUIPMENT INC	Nov 20, 2020	\$1,522.17
715962	28	A C ELECTRIC COMPANY	Nov 25, 2020	\$2,067.21
715963	537	AT&T	Nov 25, 2020	\$784.78
715964	18484	AT&T	Nov 25, 2020	\$345.84
715965	22346	ABACUS I M T INC	Nov 25, 2020	\$8,668.57

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715966	81	ADVANCED DATA STORAGE INC	Nov 25, 2020	\$30.19
715967	25365	AECOM TECHNICAL SERVICES INC	Nov 25, 2020	\$18,823.75
715968	17100	AEROS ENVIRONMENTAL INC	Nov 25, 2020	\$472.50
715969	26563	AIR SCIENCE	Nov 25, 2020	\$2,074.08
715970	19496	ALL PRO CLEANING SERVICE	Nov 25, 2020	\$2,140.00
715971	160	ALL THAT LETTERING SIGN COMPNY	Nov 25, 2020	\$783.44
715972	15461	ALVIDREZ, TONY M	Nov 25, 2020	\$26.33
715973	17585	AMERINATIONAL COMMUNITY SERV INC	Nov 25, 2020	\$1,105.93
715974	31369	ANA REYNA GRAPHIC DESIGN	Nov 25, 2020	\$5,000.00
715975	359	ANDERSON, ALLEN M	Nov 25, 2020	\$7.50
715976	11517	ANSON, GARY	Nov 25, 2020	\$19.89
715977	31391	ANTHONY GARCIA INC	Nov 25, 2020	\$5,000.00
715978	1049	APPLIED LNG TECHNOLOGIES LLC	Nov 25, 2020	\$16,102.99
715979	30928	ARAMARK	Nov 25, 2020	\$694.08
715980	30830	ARLINGTON COMPUTER PRODUCTS	Nov 25, 2020	\$1,052.57
715981	13049	ARMA COATINGS OF BAKERSFIELD	Nov 25, 2020	\$2,002.63
715982	24927	ARRIBILLAGA, ROSEMARIE	Nov 25, 2020	\$42.50
715983	29945	AXON ENTERPRISE INC	Nov 25, 2020	\$532,565.34
715984	675	BAKERSFIELD CALIFORNIAN	Nov 25, 2020	\$871.62
715985	19911	BAKERSFIELD HARLEY DAVIDSON INC	Nov 25, 2020	\$1,416.17
715986	10320	BAKERSFIELD HOMELESS CENTER	Nov 25, 2020	\$10,206.00
715987	841	BAKERSFIELD RUBBER STAMP CO	Nov 25, 2020	\$36.70
715988	875	BAKERSFIELD TRUCK CENTER	Nov 25, 2020	\$18.47
715989	31380	BAKERSFIELD TRUCK TIRES	Nov 25, 2020	\$10,000.00
715990	31372	BERG ENTERPRISES INC	Nov 25, 2020	\$10,000.00
715991	28231	BIG BRAND TIRE & SERVICE	Nov 25, 2020	\$70.00
715992	1111	BLACKBURN, CLEO	Nov 25, 2020	\$26.33
715993	22550	BLOWERS, MARI	Nov 25, 2020	\$25.00
715994	28341	BOB'S AUTO GLASS INC	Nov 25, 2020	\$263.09
715995	31388	BOMAC PROFESSIONAL SOLUTIONS	Nov 25, 2020	\$5,000.00
715996	31387	BONANNO INC DBA PAS ASSOCIATES	Nov 25, 2020	\$5,000.00
715997	22817	BORN AGAIN BODYWORKS	Nov 25, 2020	\$1,138.78
715998	18692	BOUND TREE MEDICAL LLC	Nov 25, 2020	\$2,516.07
715999	17192	BOWEN, CECIL	Nov 25, 2020	\$37.23
716000	31383	BRAXTON GROUP LLC INC	Nov 25, 2020	\$5,000.00
716001	19303	BRIGHT HOUSE NETWORKS	Nov 25, 2020	\$199.05
716002	21031	BURICH, ANDREW	Nov 25, 2020	\$138.00
716003	1463	CADENA, JAKE	Nov 25, 2020	\$26.33
716004	23736	CALIFORNIA EMINENT DOMAIN LAW GROUP	Nov 25, 2020	\$682.50
716005	1695	CALIFORNIA WATER SERVICE CO	Nov 25, 2020	\$714,842.82
716006	10037	MISCELLANEOUS TRUST VENDOR	Nov 25, 2020	\$76.29
716007	10037	MISCELLANEOUS TRUST VENDOR	Nov 25, 2020	\$275.00
716008	31374	CARROLL REALTY	Nov 25, 2020	\$5,000.00
716009	1771	CARROLL, EUGENE J	Nov 25, 2020	\$13.07
716010	27074	CEN-CAL CONSTRUCTION INC	Nov 25, 2020	\$85,837.00
716011	23548	CENTRAL VALLEY TOURISM ASSOC	Nov 25, 2020	\$600.00
716012	1888	CHAMPION HARDWARE	Nov 25, 2020	\$467.19
716013	31377	CHINA TOWN BUFFET		\$5,000.00
716014	2016	CLARK PEST CONTROL INC	Nov 25, 2020 Nov 25, 2020	\$180.00
716015	21220	CLEAN ENERGY INC	Nov 25, 2020	\$4,961.00
716016	29966	COLDUNA NORMA	Nov 25, 2020	\$644.30
716017	12236	COLBURN, NORMA	Nov 25, 2020	\$42.50
716018	31373	COLLINS VENTURES INC	Nov 25, 2020	\$10,000.00
716019	17468	CONTRA COSTA ELECTRIC INC	Nov 25, 2020	\$12,690.00

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716020	30992	COURTESY CHEVROLET CENTER	Nov 25, 2020	\$264,033.68
716021	10697	CRAWFORD, KAREN	Nov 25, 2020	\$6.20
716022	27839	CRITTERS WITHOUT LITTERS	Nov 25, 2020	\$3,080.00
716023	25337	DAVES FLEET MAINT & TOWING INC	Nov 25, 2020	\$37.00
716024	4140	DAVID JANES COMPANY	Nov 25, 2020	\$199.13
716025	20487	DAVIS, TAMMY	Nov 25, 2020	\$72.74
716026	2435	DE LAURIE, JERRY	Nov 25, 2020	\$13.07
716027	2442	DELANEY & AHLF DIESEL SERVICE INC	Nov 25, 2020	\$491.49
716028	25742	DISCOUNT RADIATOR CENTER	Nov 25, 2020	\$2,693.60
716029	2630	DOYLE, MIKE	Nov 25, 2020	\$34.75
716030	13088	E J WARD INCORPORATED	Nov 25, 2020	\$921.14
716031	2752	ELBERT DISTRIBUTING	Nov 25, 2020	\$444.64
716032	28725	ELITE SIGNS AND PROMOTIONS	Nov 25, 2020	\$119.79
716033	31370	EMERALD ENTERPRISES OF CA LLC	Nov 25, 2020	\$5,000.00
716034	2901	FEDEX	Nov 25, 2020	\$61.14
716035	19657	FIRST CHOICE SERVICES INC	Nov 25, 2020	\$693.20
716036	25339	FLEET SERVICES TOWING INC	Nov 25, 2020	\$37.00
716037	31385	FOSTER'S DONUTS	Nov 25, 2020	\$5,000.00
716038	31394	FOUR 13 TRUCKLINE INC	Nov 25, 2020	\$5,000.00
716039	11696	FRALEY, DEBORAH	Nov 25, 2020	\$19.89
716040	3213	GALLS, LLC	Nov 25, 2020	\$3,803.05
716041	12742	GEORGE, PRESTON	Nov 25, 2020	\$26.33
716042	3360	GILLBURG, GEORGE	Nov 25, 2020	\$26.33
716043	3358	GILLIAM & SONS INC	Nov 25, 2020	\$44,174.74
716044	31386	GINA'S KITCHEN LLC	Nov 25, 2020	\$5,000.00
716045	18722	GLOBALSTAR USA INC	Nov 25, 2020	\$92.95
716046	3403	GOLDEN STATE PETERBILT	Nov 25, 2020	\$1,954.85
716047	28955	GRACE TO GLORY LANDSCAPING	Nov 25, 2020	\$969.00
716048	30447	GRAY CPA CONSULTING PC	Nov 25, 2020	\$104.00
716049	3452	GRAYBAR ELECTRIC COMPANY	Nov 25, 2020	\$595.12
716050	21040	GREGORY, MATTHEW	Nov 25, 2020	\$921.55
716051	24247	GREGS PETROLEUM SERVICES INC	Nov 25, 2020	\$773.41
716052	3511	GRIFFITH COMPANY INC	Nov 25, 2020	\$758,057.36
716053	29101	GROUP DELTA CONSULTANTS INC	Nov 25, 2020	\$17,453.75
716054	3569	H & S BODY WORKS & TOWING	Nov 25, 2020	\$326.00
716055	30000	H&H AUTO PARTS WHOLESALE	Nov 25, 2020	\$2,348.51
716056	25970	HACKER, ROBERT	Nov 25, 2020	\$42.50
716057	162	HADDAD DODGE	Nov 25, 2020	\$173.20
716058	29964	HALIFAX SECURITY INC	Nov 25, 2020	\$3,002.86
716059	3593	HALL LETTER SHOP	Nov 25, 2020	\$1,491.83
716060	11942	HALL, DENNIS	Nov 25, 2020	\$26.33
716061	19076	HANSENS MOVING & STORAGE INC	Nov 25, 2020	\$675.00
716062	3660	HARBOR FREIGHT TOOLS	Nov 25, 2020	\$264.87
716063	31284	HERNANDEZ, FRANCES	Nov 25, 2020	\$5,000.00
716064	3770	HERRERA, FRANK R	Nov 25, 2020	\$26.33
716065	28525	HINKLE, KEVIN	Nov 25, 2020	\$153.44
716066	17686	HOFFMAN STEEL STRUCTURES	Nov 25, 2020	\$17,445.00
716067	27820	HOKIT, JORDAN	Nov 25, 2020	\$1,920.00
716068	27521	HOUSELOG, JULIE	Nov 25, 2020	\$100.28
716069	16798	HOUSING AUTHORITY OF THE	Nov 25, 2020	\$21,771.58
716070	29894	HUMAN SOLUTION	Nov 25, 2020	\$312.84
716071	11438	HUNTINGTON, LORRAINE	Nov 25, 2020	\$27.32
716072	28914	IAPMO	Nov 25, 2020	\$350.00
716073	27898	IES ENGINEERING/INNOVATIVE ENG SYS	Nov 25, 2020	\$1,162.01

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716074	31390	IVAN MEDINA MARTINEZ DDS INC	Nov 25, 2020	\$10,000.00
716075	4089	J & E RESTAURANT SUPPLY INC	Nov 25, 2020	\$1,710.35
716076	4180	J J KELLER INC	Nov 25, 2020	\$236.22
716077	147	JIM ALFTER CEMENT CONTRACTOR	Nov 25, 2020	\$1,192.25
716078	31378	JOHNNY SMOG LLC	Nov 25, 2020	\$5,000.00
716079	24194	JOHNSON, CLARISSE	Nov 25, 2020	\$26.33
716080	31395	JT TAEKWONDO KICKBOXING & FITNESS	Nov 25, 2020	\$5,000.00
716081	28989	K & I SERVICES INC	Nov 25, 2020	\$4,200.00
716082	19554	K & R TOWING	Nov 25, 2020	\$607.00
716083	10294	KERN BUILDING MATERIAL INC	Nov 25, 2020	\$53.27
716084	31245	KERN COMMUNITY FOUNDATION	Nov 25, 2020	\$51,732.00
716085	10196	KERN COUNTY D A'S OFFICE	Nov 25, 2020	\$36,946.00
716086	4500	KERN COUNTY FIRE DEPARTMENT	Nov 25, 2020	\$49,540.15
716087	70303	KERN COUNTY HISPANIC CHAMBER OF	Nov 25, 2020	\$42,000.00
716088	4573	KERN COUNTY WATER AGENCY	Nov 25, 2020	\$43,200.00
716089	7492	KERN MACHINERY INC	Nov 25, 2020	\$1,695.74
716090	25735	KERN MASONRY STRUCTURES INC	Nov 25, 2020	\$186.00
716091	10047	MISC RECEIVABLE REFUND VENDOR	Nov 25, 2020	\$99.89
716092	21175	KISBEY, KAREN	Nov 25, 2020	\$13.07
716093	4875	KNIGHTS PUMPING & PORTABLE SVC INC	Nov 25, 2020	\$630.47
716094	31039	KOEFRAN INDUSTRIES INCORPORATED	Nov 25, 2020	\$924.00
716095	26294	KRONOS INCORPORATED	Nov 25, 2020	\$90.00
716096	17229	L C ACTION SUPPLY INC	Nov 25, 2020	\$5,572.71
716097	10037	MISCELLANEOUS TRUST VENDOR	Nov 25, 2020	\$275.00
716098	10037	MISCELLANEOUS TRUST VENDOR	Nov 25, 2020	\$275.00
716099	5068	LEGISLATIVE INTENT SERVICE INC	Nov 25, 2020	\$545.00
716100	30593	LEHIGH OUTFITTERS LLC	Nov 25, 2020	\$918.41
716101	1030	LEXISNEXIS MATTHEW BENDER	Nov 25, 2020	\$371.14
716102	20228	LINCOLN AQUATICS	Nov 25, 2020	\$32,545.39
716103	5163	LOPEZ, FRANK	Nov 25, 2020	\$26.33
716104	31376	M & R TRADING CO INC	Nov 25, 2020	\$5,000.00
716105	24061	MAHAFFEY, BOBBY	Nov 25, 2020	\$26.33
716106	30621	MCADIRECT	Nov 25, 2020	\$39.30
716107	5328	MCCAIN TRAFFIC SUPPLY	Nov 25, 2020	\$1,346.53
716108	22602	MCCORMICK BARSTOW LLP	Nov 25, 2020	\$550.00
716109	16016	MCINTOSH & ASSOCIATES	Nov 25, 2020	\$27,840.00
716110	5446	MELTON, ROBERT D	Nov 25, 2020	\$13.07
716111	14119	METRO RECORD STORAGE INC	Nov 25, 2020	\$18.00
716112	19252	MEYER CIVIL ENGINEERING INC	Nov 25, 2020	\$742.00
716113	24077	MICHEL AUTO TECH	Nov 25, 2020	\$2,131.62
716114	1316	MICHELIN NORTH AMERICA INC	Nov 25, 2020	\$7,119.44
716115	5547	MINUTEMAN PRESS	Nov 25, 2020	\$1,924.92
716116	28768	MKN & ASSOCIATES INC	Nov 25, 2020	\$21,114.49
716117	10600	MOYER, MICKEY D.	Nov 25, 2020	\$42.50
716118	885	MSC INDUSTRIAL SUPPLY CO INC	Nov 25, 2020	\$194.69
716119	30125	MY BINDING	Nov 25, 2020	\$302.02
716120	5816	NATIONAL BUSINESS FURNITURE	Nov 25, 2020	\$2,667.56
716121	22058	NET TRANSCRIPTS, INC.	Nov 25, 2020	\$49.75
716122	5896	NEWTON, KENNETH RAY	Nov 25, 2020	\$13.07
716123	24167	NOLTE ASSOCIATES INC	Nov 25, 2020	\$3,342.82
716124	31371	NOTARY SERVICES BY SUSANA LANDA	Nov 25, 2020	\$5,000.00
716125	28687	NV5 INC	Nov 25, 2020	\$143,228.17
716126	5963	OFFENBURGER, BILL	Nov 25, 2020	\$42.50
716127	31368	OFFICE OF LEGAL AFFAIRS	Nov 25, 2020	\$550.00

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
716128	30905	OLAGUEZ TRANSPORT	Nov 25, 2020	\$19,075.00
716129	22302	ORTIZ, TERA	Nov 25, 2020	\$186.00
716130	22301	OVERLAND PACIFIC & CUTLER INC	Nov 25, 2020	\$80,879.28
716131	27975	OWEN, M ROSE	Nov 25, 2020	\$7.50
716132	6122	PACIFIC POWER INC	Nov 25, 2020	\$27.00
716133	25076	PAPE KENWORTH	Nov 25, 2020	\$119.45
716134	20828	PARSONS TRANSPORTATION GROUP INC	Nov 25, 2020	\$165,137.32
716135	24029	PAYLESS TOWING	Nov 25, 2020	\$380.00
716136	25424	PET WASTE ELIMINATOR	Nov 25, 2020	\$866.00
716137	11451	PHILLIPS, SHIRLEY A	Nov 25, 2020	\$6.20
716138	29637	PINNACLE PETROLEUM INC	Nov 25, 2020	\$19,330.51
716139	984	POWERSTRIDE BATTERY CO INC	Nov 25, 2020	\$99.07
716140	31384	PRITI PATEL INC	Nov 25, 2020	\$10,000.00
716141	31302	QUICK REPAIR & GIFT	Nov 25, 2020	\$5,000.00
716142	6555	QUINN COMPANY INC	Nov 25, 2020	\$7,624.79
716143	12132	QUON, MICHAEL F	Nov 25, 2020	\$37.23
716144	31036	RADIUS INDUSTRIAL LLC	Nov 25, 2020	\$284.77
716145	20713	RANDY'S TOWING LLC	Nov 25, 2020	\$37.00
716146	3249	RAY GASKIN SERVICE INC	Nov 25, 2020	\$1,663.82
716147	31367	RAY LADD & HECTOR GUERRA JR	Nov 25, 2020	\$1,257.50
716148	6682	RAYMONDS TROPHY AND AWARDS	Nov 25, 2020	\$377.69
716149	22196	RESOURCE MACHINERY & ENGINEERING	Nov 25, 2020	\$88,157.35
716150	6617	RLH FIRE PROTECTION	Nov 25, 2020	\$330.00
716151	6836	ROADLINE PRODUCTS INC	Nov 25, 2020	\$865.26
716152	28060	ROBERTS, EMMA	Nov 25, 2020	\$42.50
716153	19057	RODRIGUEZ & ASSOCIATES	Nov 25, 2020	\$275.00
716154	18419	ROSEMARY'S FAMILY CREAMERY	Nov 25, 2020	\$20,000.00
716155	29099	ROTATIONAL MOLDING INC	Nov 25, 2020	\$91,560.92
716156	6915	ROUND-UP FEED AND PET SUPPLY	Nov 25, 2020	\$932.81
716157	30797	ROWE, ANITA J	Nov 25, 2020	\$37.23
716158	13860	RUETTGERS & SCHULER CIVIL ENG	Nov 25, 2020	\$4,800.00
716159	31389	RX PHARMACY INC	Nov 25, 2020	\$5,000.00
716160	6953	S & S WORLDWIDE INC	Nov 25, 2020	\$125.14
716161	18072	SAFETY TEK INDUSTRIES INC	Nov 25, 2020	\$3,768.51
716162	31364	SAN JOAQUIN CONSTRUCTION SVCS	Nov 25, 2020	\$12,103.64
716163	12665	SAN JOAQUIN FENCE & SUPPLY	Nov 25, 2020	\$3,890.25
716164	31381	SANDRINI'S PUBLIC HOUSE INC	Nov 25, 2020	\$15,000.00
716165	27361	SC FUELS	Nov 25, 2020	\$9,382.67
716166	31392	SCHULTZ INVESTMENTS 21 INC	Nov 25, 2020	\$15,000.00
716167	22839	SECURITY PAVING CO, INC	Nov 25, 2020	\$5,115,363.15
716168	30913	SEDGWICK CLAIMS MANAGEMENT SERV	Nov 25, 2020	\$18,756.67
716169	30993	SENDAS URGENT CARE	Nov 25, 2020	\$13,690.00
716170	31379	SHANITA FORD	Nov 25, 2020	\$5,000.00
716171	7337	SHERFY, ROBERT M.	Nov 25, 2020	\$37.23
716172	7357	SHERMAN, THOMAS	Nov 25, 2020	\$26.33
716172	11090	SHERWIN WILLIAMS COMPANY	Nov 25, 2020	\$69.06
716173	7351	SHIPES, HENRY	Nov 25, 2020	\$26.33
716174	21703	SLAGLE'S MATTRESS FACTORY INC	Nov 25, 2020	\$300.02
716176	7434	SMART & FINAL IRIS COMPANY	Nov 25, 2020	\$45.97
				\$484.00
716177	11566	SOIL CONTROL LAB INC	Nov 25, 2020	
716178	11907	SPARKLETTS/SIERRA SPRINGS	Nov 25, 2020	\$599.34
716179	7586	SPECIALTY TRIM & AWNING INC	Nov 25, 2020	\$84.43
716180	29986	STANDARD PLUMBING SUPPLY DBA FLOYDS	Nov 25, 2020	\$201.37
716181	26369	T Y LIN INTERNATIONAL INC	Nov 25, 2020	\$4,016.21

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716182	28832	T-MOBILE USA	Nov 25, 2020	\$357.00
716183	30251	TAPCO	Nov 25, 2020	\$2,542.65
716184	22165	TECH DISTRIBUTION & TIRE SUPPLY INC	Nov 25, 2020	\$283.61
716185	31363	TENEO LINGUISTICS CO, LLC	Nov 25, 2020	\$952.00
716186	26279	TENTER, CHRISTI	Nov 25, 2020	\$235.99
716187	20357	TEUTIMEZ, DONALD	Nov 25, 2020	\$27.32
716188	28691	THOMAS, BRENT	Nov 25, 2020	\$391.00
716189	31382	THREE-D ELECTRIC & SUPPLY INC	Nov 25, 2020	\$5,000.00
716190	31375	TONY CAMARENA INSURANCE AGENCY	Nov 25, 2020	\$5,000.00
716191	26861	TORRES, SHIRLEY	Nov 25, 2020	\$26.33
716192	30881	TOTAL LANDSCAPE MAINTENANCE	Nov 25, 2020	\$1,200.00
716193	21369	TRANS-WEST SECURITY INC	Nov 25, 2020	\$13,495.60
716194	22879	TREFZ, CRAIG	Nov 25, 2020	\$138.00
716195	70200	TRINITY SAFETY CO	Nov 25, 2020	\$458.24
716196	29109	UNIFIED FIELD SERVICES CORPORATION	Nov 25, 2020	\$157,560.59
716197	13920	UNITED SITE SERVICES OF CA INC	Nov 25, 2020	\$88.67
716198	8391	URNERS APPLIANCE CENTER	Nov 25, 2020	\$996.10
716199	24193	URSIN, MARGARET	Nov 25, 2020	\$42.50
716200	8478	VALLEY DECAL INC	Nov 25, 2020	\$2,270.88
716201	8520	VALLEY POWER SYSTEMS, INC	Nov 25, 2020	\$125.67
716202	15132	VALLEY PROPANE SERVICE	Nov 25, 2020	\$38.98
716203	10047	MISC RECEIVABLE REFUND VENDOR	Nov 25, 2020	\$147.08
716204	29174	VALLIANT, JOHN	Nov 25, 2020	\$2.55
716205	31393	VALLIE LAMAS	Nov 25, 2020	\$5,000.00
716206	26060	VANGUARD CLEANING SYSTEMS INC	Nov 25, 2020	\$660.00
716207	29636	VENTURI ENTERPRISES INC	Nov 25, 2020	\$2,930.00
716208	20601	VERIZON WIRELESS	Nov 25, 2020	\$4,295.39
716209	25736	VIATRON SYSTEMS INC	Nov 25, 2020	\$3,312.00
716210	17940	VINCENT, LESLIE	Nov 25, 2020	\$8.67
716211	18364	WARD, BRADFORD D	Nov 25, 2020	\$290.22
716212	8823	WATKINS, RICHARD	Nov 25, 2020	\$32.28
716213	14647	WAXIE SANITARY SUPPLY INC	Nov 25, 2020	\$2,722.47
716214	17159	WEST, BRIAN	Nov 25, 2020	\$138.00
716215	29951	WESTERN REFINING CO LP	Nov 25, 2020	\$12,930.50
716216	15380	WILLIAMS, ISABEL	Nov 25, 2020	\$26.33
716217	10037	MISCELLANEOUS TRUST VENDOR	Nov 25, 2020	\$275.00
716218	9052	WISHAM, DARLENE	Nov 25, 2020	\$26.33
716219	18167	ZAP MANUFACTURING INC	Nov 25, 2020	\$1,020.13
716220	9244	ZEP MANUFACTURING COMPANY	Nov 25, 2020	\$619.07
716221	537	A T & T	Nov 25, 2020	\$2,327.24
716223	78	ADVANCED DISTRIBUTION CO	Nov 25, 2020	\$4,840.09
716224	31065	AMERICAN LANDSCAPE INC	Nov 25, 2020	\$4,554.30
716225	10320	BAKERSFIELD HOMELESS CENTER	Nov 25, 2020	\$38,782.80
716228	21172	BLACKHOLE TECHNOLOGIES INC	Nov 25, 2020	\$2,724.32
716229	18159	C W E A	Nov 25, 2020	\$192.00
716230	18159	CWEA	Nov 25, 2020	\$192.00
716232	1696	CALIFORNIA WATER SERVICE	Nov 25, 2020	\$47,873.98
716233	11937	CITY OF BAKERSFIELD	Nov 25, 2020	\$26.88
716234	11937	CITY OF BAKERSFIELD	Nov 25, 2020	\$959.70
716235	17946	CSDIAI SECRETARY TREASURER	Nov 25, 2020	\$440.00
716236	26312	EPIC AVIATION INC	Nov 25, 2020	\$278.54
716238	3427	GRAINGER INC, W W	Nov 25, 2020	\$2,488.91
1 10200	UT41	ORALINOLIN IINO, VV VV	1407 20, 2020	Φ2,400.91
716240	3488	GREENFIELD COUNTY WATER DIST	Nov 25, 2020	\$1,246.21

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716243	23805	IEDC	Nov 25, 2020	\$2,970.00
716245	25528	JAIME & SONS PEST CONTROL CO	Nov 25, 2020	\$960.00
716247	4740	KERN TURF SUPPLY	Nov 25, 2020	\$3,687.99
716249	15624	LOWE'S HOME IMPROVEMENT	Nov 25, 2020	\$1,958.63
716250	12627	MARDEROSIAN & COHEN	Nov 25, 2020	\$11,780.43
716251	14088	PACIFIC GAS & ELECTRIC	Nov 25, 2020	\$53.87
716252	14088	PACIFIC GAS & ELECTRIC	Nov 25, 2020	\$3,482.73
716253	6114	PACIFIC GAS & ELECTRIC COMPANY	Nov 25, 2020	\$161,601.00
716254	30214	PETRIS, RANDY	Nov 25, 2020	\$391.00
716256	20713	RANDY'S TOWING LLC	Nov 25, 2020	\$12,566.00
716257	7637	SWRCB - STORM WATER SECTION	Nov 25, 2020	\$694.00
716259	10428	UNITED REFRIGERATION INC	Nov 25, 2020	\$1,471.56
716260	10204	ASSOCIATION BKFD POLICE OFFICER FCU	Nov 25, 2020	\$16,407.26
716261	10211	BAKERSFIELD FIREMEN	Nov 25, 2020	\$12,271.21
716262	10200	BAKERSFIELD FIREMEN RELIEF ASS	Nov 25, 2020	\$7,922.54
716263	10203	BAKERSFIELD POLICE BENEFIT	Nov 25, 2020	\$27,648.07
716264	10205	MUTUAL BENEFIT ASSOCIATION	Nov 25, 2020	\$1,897.98
716265	26810	RELIASTAR LIFE INSURANCE CO	Nov 25, 2020	\$2,552.19
716266	22324	SEIU LOCAL 521	Nov 25, 2020	\$15,980.30
716267	81	ADVANCED DATA STORAGE INC	Dec 3, 2020	\$117.69
716268	78	ADVANCED DISTRIBUTION CO	Dec 3, 2020	\$2,879.12
716269	30989	AIMS C/O HANNA BROPHY MACLEAN	Dec 3, 2020	\$56,583.33
716270	22416	ALCO TARGET	Dec 3, 2020	\$1,373.54
716271	29445	ALPINE CHRISTMAS TREE LLC	Dec 3, 2020	\$2,582.00
716272	340	AMERIGAS	Dec 3, 2020	\$594.70
716273	70623	AMKO DEVELOPMENT INC	Dec 3, 2020	\$700.00
716274	1049	APPLIED LNG TECHNOLOGIES LLC	Dec 3, 2020	\$20,654.88
716275	26109	ARISTATEK INC	Dec 3, 2020	\$2,997.00
716276	13049	ARMA COATINGS OF BAKERSFIELD	Dec 3, 2020	\$5,638.54
716277	30584	ASELA ENVIRONMENTAL INC	Dec 3, 2020	\$10,760.00
716278	523	ATCO INTERNATIONAL	Dec 3, 2020	\$864.38
716279	675	BAKERSFIELD CALIFORNIAN	Dec 3, 2020	\$808.50
716280	19911	BAKERSFIELD HARLEY DAVIDSON INC	Dec 3, 2020	\$1,475.93
716281	971	BAKERSFIELD PLUMBING CO INC	Dec 3, 2020	\$239.32
716282	841	BAKERSFIELD RUBBER STAMP CO	Dec 3, 2020	\$140.40
716283	857	BAKERSFIELD S P C A	Dec 3, 2020	\$377.80
716284	20289	BAKERSFIELD VETERINARY HOSPITAL INC	Dec 3, 2020	\$320.00
716285	24319	BARRERA, JR. ADRIAN	Dec 3, 2020	\$160.00
716286	19101	BAUTISTA, JOSE	Dec 3, 2020	\$156.85
716287	306	BEARCAT MFG INC	Dec 3, 2020	\$2,155.01
716288	28231	BIG BRAND TIRE & SERVICE	Dec 3, 2020	\$394.78
716290	21172	BLACKHOLE TECHNOLOGIES INC	Dec 3, 2020	\$1,692.88
716291	21678	BLIZZARD, JOHN B	Dec 3, 2020	\$160.00
716292	28865	BLUE SHIELD OF CALIFORNIA	Dec 3, 2020	\$629,880.68
716293	28341	BOB'S AUTO GLASS INC	Dec 3, 2020	\$444.95
716294	22817	BORN AGAIN BODYWORKS	Dec 3, 2020	\$5,946.75
716295	19303	BRIGHT HOUSE NETWORKS	Dec 3, 2020	\$159.98
716296	1271	BROCKS TRAILER	Dec 3, 2020	\$72.70
716297	1292	BROWN ARMSTRONG	Dec 3, 2020	\$171.74
716298	10267	BUDGET BOLT INC	Dec 3, 2020	\$1,148.64
716299	12366	CALIFORNIA ASSOCIATION OF CODE	Dec 3, 2020	\$1,330.00
716300	31086	CALIFORNIA FACILITY SPECIALTIES INC	Dec 3, 2020	\$1,533.95
	24290	CASTRUITA, ANTHONY	Dec 3, 2020	\$140.71
716301	24230	CASTROTTA, ANTHONY	Dec 3, 2020	Ψ1-10.71

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716303	21220	CLEAN ENERGY INC	Dec 3, 2020	\$11,081.73
716304	27218	CUMMINS PACIFIC LLC	Dec 3, 2020	\$4,242.98
716305	31312	DAN MAYBERRYS PIPELINE CONST INC	Dec 3, 2020	\$49,060.00
716306	27047	DAYS GENERATOR SERVICE INC	Dec 3, 2020	\$2,054.00
716307	2442	DELANEY & AHLF DIESEL SERVICE INC	Dec 3, 2020	\$1,786.43
716308	31097	DELGADILLO, MARIBEL	Dec 3, 2020	\$243.85
716309	11271	DEPARTMENT OF TRANSPORTATION	Dec 3, 2020	\$9,328.98
716310	2485	DEWALT CORPORATION	Dec 3, 2020	\$220.00
716311	25742	DISCOUNT RADIATOR CENTER	Dec 3, 2020	\$2,272.70
716312	31397	DODSWORTH, ADAM	Dec 3, 2020	\$437.97
716313	2613	DOUGLASS TRUCK BODIES INC	Dec 3, 2020	\$753.43
716314	13088	E J WARD INCORPORATED	Dec 3, 2020	\$3,212.91
716315	16511	EAN SERVICES LLC	Dec 3, 2020	\$3,498.81
716316	2769	EL POPULAR CALIFORNIA	Dec 3, 2020	\$115.00
716317	2752	ELBERT DISTRIBUTING	Dec 3, 2020	\$1,222.22
716318	30144	EMTS INC	Dec 3, 2020	\$4,892.00
716319	2901	FEDEX	Dec 3, 2020	\$197.13
716320	31398	FITTECH SERVICES	Dec 3, 2020	\$358.77
716321	25339	FLEET SERVICES TOWING INC	Dec 3, 2020	\$74.00
716322	26037	FOSTER, JOHNNY	Dec 3, 2020	\$160.00
716323	21974	GARDNER, REGINALD	Dec 3, 2020	\$118.51
716324	28064	GENERAL TREE SERVICE INC	Dec 3, 2020	\$29,258.00
716325	3358	GILLIAM & SONS INC	Dec 3, 2020	\$11,808.22
716326	3403	GOLDEN STATE PETERBILT	Dec 3, 2020	\$677.58
716327	30447	GRAY CPA CONSULTING PC	Dec 3, 2020	\$14,000.00
716328	3452	GRAYBAR ELECTRIC COMPANY	Dec 3, 2020	\$370.58
716329	24247	GREGS PETROLEUM SERVICES INC	Dec 3, 2020	\$3,974.82
716330	31005	GT AUTO SERVICES INC	Dec 3, 2020	\$2,811.00
716331	30000	H&H AUTO PARTS WHOLESALE	Dec 3, 2020	\$3,043.60
716332	10037	MISCELLANEOUS TRUST VENDOR	Dec 3, 2020	\$5.00
716333	3660	HARBOR FREIGHT TOOLS	Dec 3, 2020	\$37.88
716334	3767	HENLEY'S PHOTO	Dec 3, 2020	\$5,000.00
716335	30391	HOME DEPOT PRO	Dec 3, 2020	\$2,294.23
716336	25660	HORIZON WATER & ENVIRONMENT LLC	Dec 3, 2020	\$1,767.75
716337	20621	ICF JONES & STOKES INC	Dec 3, 2020	\$11,027.50
716338	25838	JCI JONES CHEMICALS INC	Dec 3, 2020	\$9,380.00
716339	147	JIM ALFTER CEMENT CONTRACTOR	Dec 3, 2020	\$14,844.70
716340	4243	JORGENSEN & CO	Dec 3, 2020	\$223.90
716341	19554	K & R TOWING	Dec 3, 2020	\$111.00
716342	4550	KCSOS	Dec 3, 2020	\$3,453,096.67
716343	12857	KAISER PERMANENTE	Dec 3, 2020	\$35,179.15
716344	22379	KEMIRA WATER SOLUTIONS INC	Dec 3, 2020	\$9,264.40
716345	4435	KERN COUNTY CLERKS	Dec 3, 2020	\$5,163.50
716346	7492	KERN MACHINERY INC	Dec 3, 2020	\$364.01
716347	23434	KINNEY, STEVEN P	Dec 3, 2020	\$325.00
716348	14219	L A GRINDING INC	Dec 3, 2020	\$80.00
716349	17229	L C ACTION SUPPLY INC	Dec 3, 2020	\$1,295.10
716350	29268	LAWSON PRODUCTS INC	Dec 3, 2020	\$21.30
716350	15642	LAWSON PRODUCTS INC Dec 3, 2020  LAWSON, MATTHEW Dec 3, 2020		\$157.33
716351	31233	LINDA'S FAMILY CHILD CARE	Dec 3, 2020	\$5,000.00
716353	29394	LOZANO, ROGELIO	Dec 3, 2020	\$160.00
716354	29792	LYKINS, KEVIN	Dec 3, 2020	\$81.18
716355	19334	MALDONADO, DANIEL R	Dec 3, 2020	\$160.00
716356	25274	MARTIN & SONS UPHOLSTERY	Dec 3, 2020	\$185.00
1 10000	2J214	ININITIA OUNO OFFICESTERT	Dec 3, 2020	\$100.00

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716357	24035	MARTINEZ, GERARDO	Dec 3, 2020	\$156.95
716358	10998	MARTINEZ, RUBEN	Dec 3, 2020	\$129.88
716359	26636	MEDINA, GUSTAVO	Dec 3, 2020	\$156.95
716360	23681	MEJIA,JUAN D	Dec 3, 2020	\$151.00
716361	19252	MEYER CIVIL ENGINEERING INC	Dec 3, 2020	\$297.00
716362	24077	MICHEL AUTO TECH	Dec 3, 2020	\$402.17
716363	1316	MICHELIN NORTH AMERICA INC	Dec 3, 2020	\$23,691.69
716364	5547	MINUTEMAN PRESS	Dec 3, 2020	\$873.35
716365	29732	MIRAMONTES, WILLIAM	Dec 3, 2020	\$160.00
716366	19556	MOMOA, DAVID	Dec 3, 2020	\$160.00
716367	31203	MORSE, SHEILA	Dec 3, 2020	\$5,000.00
716368	28806	MOUNTAIN VIEW FARMS & EQ CORP	Dec 3, 2020	\$734.52
716369	30792	NATIONAL ANIMAL CARE & CONTROL	Dec 3, 2020	\$150.00
716370	5816	NATIONAL BUSINESS FURNITURE	Dec 3, 2020	\$2,292.91
716371	18229	NEOGOV INC	Dec 3, 2020	\$1,458.00
716372	5912	NIXON-EGLI EQUIPMENT CO	Dec 3, 2020	\$217.78
716373	20361	NOSSAMAN LLP	Dec 3, 2020	\$31,823.60
716374	30905	OLAGUEZ TRANSPORT	Dec 3, 2020	\$18,375.00
716375	29655	P & A ADMINISTRATION SERVICES INC	Dec 3, 2020	\$351.50
716376	17512	PACHECO, URIEL	Dec 3, 2020	\$747.00
716377	14088	PACIFIC GAS & ELECTRIC	Dec 3, 2020	\$74.84
716378	24029	PAYLESS TOWING	Dec 3, 2020	\$74.00
716379	29637	PINNACLE PETROLEUM INC	Dec 3, 2020	\$37,504.51
716380	6376	PIONEER PAINT	Dec 3, 2020	\$8,804.03
716381	178	PRAXAIR DISTRIBUTION INC	Dec 3, 2020	\$933.21
716382	31399	PROFESSIONAL HEALTH SERVICES INC	Dec 3, 2020	\$10,570.00
716383	29312	RAMOS, MIGUEL	Dec 3, 2020	\$160.00
716384	20713	RANDY'S TOWING LLC	Dec 3, 2020	\$1,122.00
716385	30134	REDBONE DEMOLITION	Dec 3, 2020	\$5,444.00
716386	26664	RENTERIA, MICHAEL	Dec 3, 2020	\$108.24
716387	22196	RESOURCE MACHINERY & ENGINEERING	Dec 3, 2020	\$210,769.20
716388	31102	RICE, DONNA	Dec 3, 2020	\$42.89
716389	11153	RIEMER, EDWARD L	Dec 3, 2020	\$136.38
716390	6617	RLH FIRE PROTECTION	Dec 3, 2020	\$500.00
716391	29099	ROTATIONAL MOLDING INC	Dec 3, 2020	\$26,185.90
716392	23176	RR DONNELLEY CO INC	Dec 3, 2020	\$554.76
716393	12665	SAN JOAQUIN FENCE & SUPPLY	Dec 3, 2020	\$27,760.25
716394	21747	SANCHEZ, FRANCISCO G	Dec 3, 2020	\$156.57
716395	21418	SANTANA, ADRIAN PEREZ	Dec 3, 2020	\$120.63
716396	31090	SHADE & PARTNERS TECHNOLOGY SOL	Dec 3, 2020	\$12,437.66
716397	7413	SIRCHIE FINGER PRINT LABORATORIES	Dec 3, 2020	\$1,250.59
716398	21467	SLAYTON, RACE	Dec 3, 2020	\$160.00
716399	7434	SMART & FINAL IRIS COMPANY	Dec 3, 2020	\$33.52
716400	30701	SNOW SURVEYS OFFICE	Dec 3, 2020	\$22,000.00
716401	11907	SPARKLETTS/SIERRA SPRINGS	Dec 3, 2020	\$68.35
716402	25502	SPARTAN TRUCK CO INC	Dec 3, 2020	\$626.90
716403	29986	STANDARD PLUMBING SUPPLY DBA FLOYDS	Dec 3, 2020	\$193.30
716404	17334	SUCHIN, JASON	Dec 3, 2020	\$151.54
716405	10037			\$131.54
716405 716406		MISCELLANEOUS TRUST VENDOR  Dec 3, 2020  SUBJECT MECHANICAL & CONSTRUCTION  Dec 2, 2020		\$800.00
	27881		SUNSET MECHANICAL & CONSTRUCTION Dec 3, 2020	
716407	276	TAYLOR EQUIPMENT & REPAIR, INC	Dec 3, 2020	\$2,414.06
716408	22165	TECH DISTRIBUTION & TIRE SUPPLY INC	Dec 3, 2020	\$596.66
716409	17153	TERMINIX INTERNATIONAL INC	Dec 3, 2020	\$70.00
716410	27343	THE MISSION AT KERN COUNTY	Dec 3, 2020	\$112,297.85

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716411	17175	THYSSENKRUPP ELEVATOR INC	Dec 3, 2020	\$7,014.00
716412	29088	TODD GROUNDWATER	Dec 3, 2020	\$9,525.25
716413	21305	TREK DIGITAL PRODUCTS INC	Dec 3, 2020	\$1,031.08
716414	29221	UNITED CONCORDIA DENTAL PLANS OF CA	Dec 3, 2020	\$5,063.85
716415	8316	UNITED LABORATORIES	Dec 3, 2020	\$307.99
716416	10428	UNITED REFRIGERATION INC	Dec 3, 2020	\$411.58
716417	13920	UNITED SITE SERVICES OF CA INC	Dec 3, 2020	\$457.71
716418	27086	VALENTI, MARY	Dec 3, 2020	\$950.00
716419	8520	VALLEY POWER SYSTEMS, INC	Dec 3, 2020	\$576.63
716420	15132	VALLEY PROPANE SERVICE	Dec 3, 2020	\$40.16
716421	28538	VEJVODA, MICHAEL	Dec 3, 2020	\$123.34
716422	29636	VENTURI ENTERPRISES INC	Dec 3, 2020	\$4,290.00
716423	8878	WELLS ACOUSTICS	Dec 3, 2020	\$8,056.80
716424	28739	WESTAIR GASES & EQUIPMENT INC	Dec 3, 2020	\$383.20
716425	9039	WILSON JR, CHARLES RAY	Dec 3, 2020	\$151.54
716426	18790	WINSTON WATER SERVICES	Dec 3, 2020	\$845.00
716427	25815	1 800 RADIATOR & A/C INC	Dec 3, 2020	\$312.84
716430	78	ADVANCED DISTRIBUTION CO	Dec 3, 2020	\$10,292.84
716431	30989	AIMS C/O HANNA BROPHY MACLEAN	Dec 3, 2020	\$4,367.05
716433	160	ALL THAT LETTERING SIGN COMPNY	Dec 3, 2020	\$2,934.94
716434	16602	ASCE MEMBERSHIP	Dec 3, 2020	\$300.00
716435	10199	BAKERSFIELD CITY EMPLOYEE	Dec 3, 2020	\$1,988.50
716437	18692	BOUND TREE MEDICAL LLC	Dec 3, 2020	\$2,631.30
716442	1696	CALIFORNIA WATER SERVICE	Dec 3, 2020	\$56,498.51
716443	1696	CALIFORNIA WATER SERVICE	Dec 3, 2020	\$4,789.73
716444	1888	CHAMPION HARDWARE	Dec 3, 2020	\$3,814.29
716445	25786	G S E CONSTRUCTION CO INC	Dec 3, 2020	\$53,675.00
716448	3427	GRAINGER INC, W W	Dec 3, 2020	\$11,138.02
716450	7933	HOME DEPOT	Dec 3, 2020	\$1,631.25
716452	4740	KERN TURF SUPPLY	Dec 3, 2020	\$1,670.75
716453	5118	LOCAL AGENCY FORMATION COMMISS	Dec 3, 2020	\$944.00
716456	15624	LOWE'S HOME IMPROVEMENT	Dec 3, 2020	\$4,497.58
716457	30034	MECHANIC'S BANK	Dec 3, 2020	\$2,825.00
716458	12748	MERRIMAN HURST & ASSOCIATES INC	Dec 3, 2020	\$7,000.00
716459	31400	MGDESYAN LAW FIRM	Dec 3, 2020	\$32,000.00
716460	5866	NATIONAL FIRE CODES SUBSCRIPTI	Dec 3, 2020	\$1,495.00
716464	6114	PACIFIC GAS & ELECTRIC COMPANY	Dec 3, 2020	\$104,471.16
716466	27361	SC FUELS	Dec 3, 2020	\$41,283.72
716467	7096	SJVAPCD	Dec 3, 2020	\$290.00
716468	7509	SOCALGAS	Dec 3, 2020	\$151.08
716469	11709	STATE OF CALIFORNIA	Dec 3, 2020	\$230.00
716470	30002	MEDICAL EYE SERVICE COMPANY	Dec 3, 2020	\$5,208.29
716471	26810	RELIASTAR LIFE INSURANCE CO	Dec 3, 2020	\$4,082.70
716472	30027	U S BANK - PARS #6746022400	Dec 3, 2020	\$2,193.35
716473	30029	UNITED CONCORDIA DENTAL PLANS OF CA	Dec 3, 2020	\$56,317.34
716474	30020	UNUM	Dec 3, 2020	\$6,064.33
716475	5118	LOCAL AGENCY FORMATION COMMISS	Dec 3, 2020	\$944.00
716476	31274	· ·		\$5,000.00
9995628	30028	·		\$5,000.00
9995629	30028	BLUE SHIELD OF CALIFORNIA-P Nov 6, 2020  KAISER PERMANENTE Nov 6, 2020		\$236,327.56
9995630	24821	DEPARTMENT OF THE TREASURY	Nov 12, 2020	\$151.44
9995631	30025	STATE DISBURSEMENT UNIT	Nov 12, 2020	\$19,456.62
9995632	11811	WELLS FARGO BANK	Nov 12, 2020	\$19,456.62
9995633	10199	BAKERSFIELD CITY EMPLOYEE	Nov 13, 2020	\$186,496.00

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
9995634	30014	EMPLOYMENT DEVELOPMENT DEPT	Nov 13, 2020	\$215,646.07
9995635	10217	I C M A RETIREMENT TRUST-303749	Nov 13, 2020	\$49,667.06
9995636	30010	IRS	Nov 13, 2020	\$625,952.48
9995637	16863	NATIONWIDE RETIREMENT SOLUTIONS	Nov 13, 2020	\$137,574.95
9995638	20699	VANTAGEPOINT TRANSFER AGENTS C/O	Nov 13, 2020	\$42,223.35
9995639	10206	STATE OF CALIF - PERS	Nov 19, 2020	\$1,116,639.84
9995641	19630	UNION BANK	Nov 19, 2020	\$389,202.69
9995642	11811	WELLS FARGO BANK	Nov 19, 2020	\$82,533.17
9995643	30028	BLUE SHIELD OF CALIFORNIA-P	Nov 20, 2020	\$560,926.58
9995644	30021	KAISER PERMANENTE	Nov 20, 2020	\$236,772.78
9995645	10199	BAKERSFIELD CITY EMPLOYEE	Nov 25, 2020	\$189,308.00
9995646	24821	DEPARTMENT OF THE TREASURY	Nov 25, 2020	\$59.92
9995647	30014	EMPLOYMENT DEVELOPMENT DEPT	Nov 25, 2020	\$213,456.67
9995648	10217	I C M A RETIREMENT TRUST-303749	Nov 25, 2020	\$49,167.06
9995649	30010	IRS	Nov 25, 2020	\$617,614.15
9995650	30022	IRS / FDRF	Nov 25, 2020	\$146.00
9995651	16863	NATIONWIDE RETIREMENT SOLUTIONS	Nov 25, 2020	\$140,515.95
9995652	30025	STATE DISBURSEMENT UNIT	Nov 25, 2020	\$19,468.16
9995655	29896	UNION BANK CREDIT CARD FEES	Nov 25, 2020	\$48,320.26
9995656	20699	VANTAGEPOINT TRANSFER AGENTS C/O	Nov 25, 2020	\$42,102.01
9995657	11811	WELLS FARGO BANK	Nov 25, 2020	\$103,380.90
9995658	30028	BLUE SHIELD OF CALIFORNIA-P	Dec 3, 2020	\$559,520.98
9995659	30021	KAISER PERMANENTE	Dec 3, 2020	\$237,440.61
9995660	10206	STATE OF CALIF - PERS	Dec 3, 2020	\$1,116,792.04
9995662	19630	UNION BANK	Dec 3, 2020	\$242,709.50
9995663	11811	WELLS FARGO BANK	Dec 3, 2020	\$162,038.89

\$33,769,972.47

E-Payable Number	Vendor Number	Vendor Name	E-Payable Date	E-Payable Amount
19843	57	ABATE A WEED	Nov 12, 2020	\$147.0
19844	26538	ARAMARK UNIFORM & CAREER APPAREL	Nov 12, 2020	\$3,201.8
19845	576	B & B SURPLUS	Nov 12, 2020	\$805.8
19846	611	B S & E COMPANY INC	Nov 12, 2020	\$2,995.1
19847	13424	BARNES WELDING SUPPLY	Nov 12, 2020	\$455.8
19848	1037	BERCHTOLD EQUIPMENT CO	Nov 12, 2020	\$469.8
19849	1163	BLUEPRINT SERVICE CO	Nov 12, 2020	\$249.1
19850	1477	CAL VALLEY EQUIPMENT INC	Nov 12, 2020	\$564.7
19851	1765	CARNEYS BUSINESS TECHNOLOGY CTR INC	Nov 12, 2020	\$85.0
19852	20747	CENTRAL SANITARY SUPPLY INC	Nov 12, 2020	\$1,845.5
19853	2162	CONSOLIDATED ELECTRICAL DIST INC	Nov 12, 2020	\$2,107.6
19854	13912	DIRECT SAFETY SOLUTIONS INC	Nov 12, 2020	\$972.7
19855	27459	EVOQUA WATER TECHNOLOGIES	Nov 12, 2020	\$21,953.1
19856	14055	FAST UNDERCAR LLC	Nov 12, 2020	\$2,528.7
19857	2874	FERGUSON ENTERPRISES INC	Nov 12, 2020	\$1,057.0
19858	30589	FRUIT GROWERS LABORATORY INC	Nov 12, 2020	\$177.0
19859	16838	GIBBS INTERNATIONAL TRUCK CTR. INC	Nov 12, 2020	\$223.6
19860	21739	GOLDEN EMPIRE TOWING INC	Nov 12, 2020	\$2,798.5
19861	3929	HYDRAULIC CONTROLS INC	Nov 12, 2020	\$405.0
19862	4171	JERRY & KEITHS INC	Nov 12, 2020	\$405.0
19863	1390	JIM BURKE FORD	Nov 12, 2020	\$2,753.6
19864	4178	JIM BURKE LINCOLN MERCURY	Nov 12, 2020	\$2,357.7
19865	15694	JIMS TOWING INC	Nov 12, 2020	\$37.0
19866	4680	KERN RIVER POWER EQUIPMENT INC	Nov 12, 2020	\$1,453.6
19867	4861	KISCO SALES INC	Nov 12, 2020	\$311.3
19868	2267	L N CURTIS & SONS	Nov 12, 2020	\$6,157.8
19869	24086	MAR-CO EQUIPMENT CORP	Nov 12, 2020	\$350.4
19870	453	MUNICIPAL MAINTENANCE EQUIP INC	Nov 12, 2020	\$811.1
19871	24279	O'REILLY AUTO PARTS	Nov 12, 2020	\$716.0
19872	13209	PARKHOUSE TIRE INC	Nov 12, 2020	\$1,149.5
19873	1279	QUALITY HEAVY DUTY DIESEL ELEC	Nov 12, 2020	\$2,876.4
19875	21873	RM INDUSTRIES INC	Nov 12, 2020	\$3,834.4
19876	28661	SERVEXO PROTECTIVE SERVICES	Nov 12, 2020	\$14,158.5
19877	19584	SMITH & SON TIRE INC	Nov 12, 2020	\$742.8
19878	22473	SOILS ENGINEERING INC	Nov 12, 2020	\$568.0
19879	14700	SOUTH COAST EMERGENCY VEHICLE SERV.	Nov 12, 2020	\$21,298.9
19880	25504	STATEWIDE TRAFFIC SAFETY & SIGNS	Nov 12, 2020	\$5,809.0
19881	7685	STINSON STATIONERS	Nov 12, 2020	\$2,545.2
19882	21158	TARGET SPECIALTY PRODUCTS	Nov 12, 2020	\$2,126.4
19883	15868	TEL TEC SECURITY SYSTEM INC	Nov 12, 2020	\$307.0
19884	96	TYACK TIRES INC	Nov 12, 2020	\$1,524.6
19885	13646	UNITED ROTARY BRUSH CORPORATION	Nov 12, 2020	\$6,279.6
19886	9010	WILLIAMS CLEANING SYSTEMS INC	Nov 12, 2020	\$228.4
19893	24819	AD WEAR & SPECIALTY OF TX	Nov 13, 2020	\$2,305.0
19894	64	ADAMSON POLICE SUPPLY	Nov 13, 2020	\$1,300.3
19895	30290	BAKERSFIELD AUTO PARTS	Nov 13, 2020	\$418.8
19896	23090	BURTONS FIRE INC	Nov 13, 2020	\$2,289.1
19897	1477	CAL VALLEY EQUIPMENT INC	Nov 13, 2020	\$273.3
19898	2757	ELECTRIC MOTOR WORKS INC	Nov 13, 2020	\$17,657.0
19899	29	AFFINITY TRUCK CENTER	Nov 19, 2020	\$4,841.2
19900	26538	ARAMARK UNIFORM & CAREER APPAREL	Nov 19, 2020	\$3,195.2
19901	576	B & B SURPLUS	Nov 19, 2020	\$82.1
19902	575	B C LABORATORIES	Nov 19, 2020	\$310.0
19903	611	B S & E COMPANY INC	Nov 19, 2020	\$2,973.8
19904	877	BAKERSFIELD WELL & PUMP	Nov 19, 2020	\$2,973.0 \$54,480.0
				\$54,460.0 \$145.7
19905	13424	BARNES WELDING SUPPLY	Nov 19, 2020	φ145. <i>1</i>

E-Payable Number	Vendor Number	Vendor Name	E-Payable Date	E-Payable Amount
19906	1163	BLUEPRINT SERVICE CO	Nov 19, 2020	\$565.30
19907	18753	BRIDGEPORT TRUCK MANUFACTURING	Nov 19, 2020	\$554.56
19908	1477	CAL VALLEY EQUIPMENT INC	Nov 19, 2020	\$1,010.67
19909	2162	CONSOLIDATED ELECTRICAL DIST INC	Nov 19, 2020	\$7,104.87
19910	13912	DIRECT SAFETY SOLUTIONS INC	Nov 19, 2020	\$655.40
19911	14055	FAST UNDERCAR LLC	Nov 19, 2020	\$99.60
19912	2874	FERGUSON ENTERPRISES INC	Nov 19, 2020	\$2,681.11
19913	1390	JIM BURKE FORD	Nov 19, 2020	\$1,787.52
19914	4581	KERN ELECTRIC DISTRIBUTORS	Nov 19, 2020	\$103.09
19915	4680	KERN RIVER POWER EQUIPMENT INC	Nov 19, 2020	\$607.88
19916	4861	KISCO SALES INC	Nov 19, 2020	\$18.23
19917	24279	O'REILLY AUTO PARTS	Nov 19, 2020	\$83.95
19918	13209	PARKHOUSE TIRE INC	Nov 19, 2020	\$958.21
19919	28837	RICHARDS CRANE SERVICE LLC	Nov 19, 2020	\$5,043.36
19920	7231	SEAL & PACKING SUPPLY CO	Nov 19, 2020	\$3,703.19
19921	19584	SMITH & SON TIRE INC	Nov 19, 2020	\$2,726.10
19922	23456	SORENSON, VERNON MD INC	Nov 19, 2020	\$32,056.00
19923	14700	SOUTH COAST EMERGENCY VEHICLE SERV.	Nov 19, 2020	\$1,165.32
19924	25504	STATEWIDE TRAFFIC SAFETY & SIGNS	Nov 19, 2020	\$852.78
19925	7685	STINSON STATIONERS	Nov 19, 2020	\$6,454.31
19926	15868	TEL TEC SECURITY SYSTEM INC	Nov 19, 2020	\$220.00
19927	21212	WHITE CAP CONSTRUCTION SUPPLY	Nov 19, 2020	\$73.93
19928	29	AFFINITY TRUCK CENTER	Nov 25, 2020	\$97.12
19929	152	ALL AUTOMATIC TRANSMISSION SER	Nov 25, 2020	\$1,140.00
19930	26538	ARAMARK UNIFORM & CAREER APPAREL	Nov 25, 2020	\$2,999.41
19931	575	B C LABORATORIES	Nov 25, 2020	\$752.00
19932	1037	BERCHTOLD EQUIPMENT CO	Nov 25, 2020	\$1,064.48
19933	1163	BLUEPRINT SERVICE CO	Nov 25, 2020	\$224.90
19934	1249	BRANDCO	Nov 25, 2020	\$1,732.00
19935	18753	BRIDGEPORT TRUCK MANUFACTURING	Nov 25, 2020	\$8,141.16
19936	23090	BURTONS FIRE INC	Nov 25, 2020	\$764.44
19937	1477	CAL VALLEY EQUIPMENT INC	Nov 25, 2020	\$1,023.14
19938	20747	CENTRAL SANITARY SUPPLY INC	Nov 25, 2020	\$781.42
19939	5147	COASTLINE EQUIPMENT	Nov 25, 2020	\$1,539.21
19940	2162	CONSOLIDATED ELECTRICAL DIST INC	Nov 25, 2020	\$51.98
19941	27459	EVOQUA WATER TECHNOLOGIES	Nov 25, 2020	\$11,092.93
19942	14055	FAST UNDERCAR LLC	Nov 25, 2020	\$1,967.02
19943	2874	FERGUSON ENTERPRISES INC	Nov 25, 2020	\$226.16
19944	30589	FRUIT GROWERS LABORATORY INC	Nov 25, 2020	\$5,192.00
19945	16838	GIBBS INTERNATIONAL TRUCK CTR. INC	Nov 25, 2020	\$642.47
19946	21739	GOLDEN EMPIRE TOWING INC	Nov 25, 2020	\$1,148.50
19947	3929	HYDRAULIC CONTROLS INC	Nov 25, 2020	\$119.85
19948	4171	JERRY & KEITHS INC	Nov 25, 2020	\$436.70
19949	1390	JIM BURKE FORD	Nov 25, 2020	\$3,804.34
19950	4178	JIM BURKE LINCOLN MERCURY	Nov 25, 2020	\$2,580.13
19951	4861	KISCO SALES INC	Nov 25, 2020	\$1,980.33
19952	4277	KME FIRE APPARATUS	Nov 25, 2020	\$1,583.60
19953	2267	L N CURTIS & SONS	Nov 25, 2020	\$1,123.64
19954	24086	MAR-CO EQUIPMENT CORP	Nov 25, 2020	\$289.60
19955	5687	MOTOR CITY SALES & SERVICE	Nov 25, 2020	\$87.42
19956	453	MUNICIPAL MAINTENANCE EQUIP INC	Nov 25, 2020	\$10,054.33
19957	24279	O'REILLY AUTO PARTS	Nov 25, 2020	\$1,660.71
19958	1279	QUALITY HEAVY DUTY DIESEL ELEC	Nov 25, 2020	\$156.96
19959	28661	SERVEXO PROTECTIVE SERVICES	Nov 25, 2020	\$7,660.84
19960	19584	SMITH & SON TIRE INC	Nov 25, 2020	\$483.08
		J	1101 20, 2020	Ψ-00.00

19962	E-Payable Number	Vendor Number	Vendor Name	E-Payable Date	E-Payable Amount
19953	19961	22473	SOILS ENGINEERING INC	Nov 25, 2020	\$796.00
19964   22620   SOUTHWEST LIFT & EQUIPMENT INC   Nov 25, 2020   \$1,3767.     19965   25504   STATEWIDE TRAFFIC SAFETY & SIGNS   Nov 25, 2020   \$2,426.     19966   7685   STINSON STATIONERS   Nov 25, 2020   \$5,602.     19967   7728   SULLY & SON HYDRAULUGS INC   Nov 25, 2020   \$154.     19968   15698   TELL TEC SECURITY SYSTEM INC   Nov 25, 2020   \$550.     19969   96   TYACK TIRES INC   Nov 25, 2020   \$1,167.     19970   13846   UNITED ROTARY BRUSH CORPORATION   Nov 25, 2020   \$1,167.     19971   12121   WIHITE CAP CONSTRUCTION SUPPLY   Nov 25, 2020   \$1,279.     19972   57   ABATE A WEED   Dea 3, 2020   \$1,271.     19973   64   ADAMSON POLICE SUPPLY   Dea 3, 2020   \$1,271.     19974   26538   ARAMARK UNIFORM & CAREER APPAREL   Dec 3, 2020   \$5,108.     19975   576   B & B SURPLUS   Dea 3, 2020   \$5,108.     19976   576   B & B SURPLUS   Dea 3, 2020   \$5,108.     19977   611   B & S & E COMPANY INC   Dea 3, 2020   \$5,402.     19978   3020   BAKERSFIELD AUTO PARTS   Dea 3, 2020   \$5,402.     19980   1163   BLUEPRINY SERVICE O DEA 3, 2020   \$3,402.     19980   1163   BLUEPRINY SERVICE O DEA 3, 2020   \$3,402.     19981   19783   BRIDGEPORT TRUCK MANUFACTURING   Dea 3, 2020   \$3,402.     19982   1477   CAL YALLEY FOULIPMENT INC   Dea 3, 2020   \$3,503.     19983   1765   CARNEYS BUSINESS TECHNOLOGY CTR INC   Dea 3, 2020   \$3,204.     19988   2162   CONSOLIDATED ELECTRICAL DISTINC   Dea 3, 2020   \$3,402.     19989   14055   FAST UNDERCARL LIGHT INC   Dea 3, 2020   \$3,402.     19999   14065   FAST UNDERCARL LIGHT INC   Dea 3, 2020   \$3,402.     19999   14065   FAST UNDERCARL LIGHT INC   Dea 3, 2020   \$3,402.     19999   14065   FAST UNDERCARL LIGHT INC   Dea 3, 2020   \$3,402.     19999   14065   FAST UNDERCARL LIGHT INC   Dea 3, 2020   \$3,402.     19999   14065   FAST UNDERCARL LIGHT INC   Dea 3, 2020   \$3,402.     19999   14065   FAST UNDERCARL LIGHT ON DEA 3, 2020   \$3,402.     19999   14060   14060   14060   14060   14060   14060   14060   14060   14060   14060   14060   14060   14060   14060   14060   14060   14	19962	23456	SORENSON, VERNON MD INC	Nov 25, 2020	\$6,494.66
1996	19963	14700	SOUTH COAST EMERGENCY VEHICLE SERV.	Nov 25, 2020	\$14,240.16
19966   7685   STINSON STATIONERS   Nov 25, 2020   \$7,682   19967   7728   SULLY & SON HYDRAULICS INC   Nov 25, 2020   \$164   19968   15688   TEL TEC SECURITY SYSTEM INC   Nov 25, 2020   \$159.00   \$19899   96   TYACK TIRES INC   Nov 25, 2020   \$1,167.   19970   13646   UNITED ROTARY BRUSH CORPORATION   Nov 25, 2020   \$1,167.   19971   21212   WHITE CAP CONSTRUCTION SUPPLY   Nov 25, 2020   \$1,271.   19972   57   ABATE A WEED   Dec 3, 2020   \$1,271.   19972   57   ABATE A WEED   Dec 3, 2020   \$1,271.   19974   26538   ARAMARK UNIFORM & CAREER APPAREL   Dec 3, 2020   \$7,771.   19975   576   B & B SURPLUS   Dec 3, 2020   \$5,108.   19976   576   B & B SURPLUS   Dec 3, 2020   \$5,108.   19977   611   B S & E COMPANY INC   Dec 3, 2020   \$4,402.   19978   30290   BAKERSHELD AUTO PARTS   Dec 3, 2020   \$4,402.   19978   30290   BAKERSHELD AUTO PARTS   Dec 3, 2020   \$4,402.   19988   1183   BULEPRINT SERVICE CO   Dec 3, 2020   \$127.   19982   1477   CALVALLEY EQUIPMENT INC   Dec 3, 2020   \$100.   \$100.   \$10982   1477   CALVALLEY EQUIPMENT INC   Dec 3, 2020   \$100.   \$10983   1765   CARNEYS BUSINESS TECHNOLOGY CTR INC   Dec 3, 2020   \$14,08.   19986   2162   CONSOLIDATED ELECTRICAL DIST INC   Dec 3, 2020   \$14,08.   19986   2162   CONSOLIDATED ELECTRICAL DIST INC   Dec 3, 2020   \$1,408.   19989   14055   FAST UNDERCARLLC   Dec 3, 2020   \$1,408.   19989   14055   FAST UNDERCARLLC   Dec 3, 2020   \$1,408.   19999   2974   FERGUSON ENTERPRISES INC   Dec 3, 2020   \$1,408.   19999   2974   FERGUSON ENTERPRISES INC   Dec 3, 2020   \$1,408.   19999   2974   FERGUSON ENTERPRISES INC   Dec 3, 2020   \$1,408.   19999   2974   FERGUSON ENTERPRISES INC   Dec 3, 2020   \$1,534.   19999   2974   FERGUSON ENTERPRISES INC   Dec 3, 2020   \$1,408.   19999   2974   FERGUSON ENTERPRISES INC   Dec 3, 2020   \$1,534.   19999   2974   FERGUSON ENTERPRISES INC   Dec 3, 2020   \$1,534.   19999   3999   HYDRAULIC CONTROLS INC   Dec 3, 2020   \$1,534.   19999   3999   HYDRAULIC SONTROLS INC   Dec 3, 2020   \$1,534.   19999   3999   HYDRAULIC SONTROLS INC	19964	22620	SOUTHWEST LIFT & EQUIPMENT INC	Nov 25, 2020	\$13,787.43
19967   7728	19965	25504	STATEWIDE TRAFFIC SAFETY & SIGNS	Nov 25, 2020	\$2,428.92
19968   15868   TELTEC SECURITY SYSTEM INC   Nov 25, 2020   \$550.     19969   96	19966	7685	STINSON STATIONERS	Nov 25, 2020	\$7,662.00
19969   96	19967	7728	SULLY & SON HYDRAULICS INC	Nov 25, 2020	\$164.26
19970	19968	15868	TEL TEC SECURITY SYSTEM INC	Nov 25, 2020	\$550.67
19971   21212   WHITE CAP CONSTRUCTION SUPPLY   Nov 25, 2020   \$477.     19972   57	19969	96	TYACK TIRES INC	Nov 25, 2020	\$1,167.72
19972         57         ABATE A WEED         Dec 3, 2020         \$1,271.           19973         64         ADAMSON POLICE SUPPLY         Dec 3, 2020         \$7,711.           19974         26538         ARAMARK UNIFORM & CAREER APPAREL         Dec 3, 2020         \$5,108.           19975         576         B & B SURPLUS         Dec 3, 2020         \$51.08.           19976         575         B C LABORATORIES         Dec 3, 2020         \$53.0           19977         611         B S & E COMPANY INC         Dec 3, 2020         \$4.402.           19978         30290         BAKERSFIELD AUTO PARTS         Dec 3, 2020         \$217.           19980         1163         BLUEPRINT SERVICE CO         Dec 3, 2020         \$18.           19981         18753         BRIDGEPORT TRUCK MANUFACTURING         Dec 3, 2020         \$872.           19982         1477         CAL VALLEY EQUIPMENT INC         Dec 3, 2020         \$872.           19984         20747         CENTRAL SANITARY SUPPLY INC         Dec 3, 2020         \$25.5           19984         20747         CENTRAL SANITARY SUPPLY INC         Dec 3, 2020         \$14.08.           19986         2162         CONSOLIDATED ELECTRICAL DIST INC         Dec 3, 2020         \$4.30. <td>19970</td> <td>13646</td> <td>UNITED ROTARY BRUSH CORPORATION</td> <td>Nov 25, 2020</td> <td>\$12,693.60</td>	19970	13646	UNITED ROTARY BRUSH CORPORATION	Nov 25, 2020	\$12,693.60
19973   64   ADAMSON POLICE SUPPLY   Dec 3, 2020   \$7,711.   19974   26538   ARAMARK UNIFORM & CAREER APPAREL   Dec 3, 2020   \$5,108.   19975   576   B & B SURPLUS   Dec 3, 2020   \$5,108.   19976   575   B C LABORATORIES   Dec 3, 2020   \$5,108.   19977   611   B S & E COMPANY INC   Dec 3, 2020   \$4,402.   19978   30290   BAKERSFIELD AUTO PARTS   Dec 3, 2020   \$4,402.   19978   30290   BAKERSFIELD AUTO PARTS   Dec 3, 2020   \$4,402.   19980   1163   BLUEPRINT SERVICE CO   Dec 3, 2020   \$188.   19981   18753   BRIDGEPORT TRUCK MANUFACTURING   Dec 3, 2020   \$100.   19982   1477   CAL VALLEY EQUIPMENT INC   Dec 3, 2020   \$872.   19984   20747   CENTRAL SANITARY SUPPLY INC   Dec 3, 2020   \$1408.   19985   5147   COASTLINE EQUIPMENT   Dec 3, 2020   \$1408.   19986   2162   CONSOLIDATED ELECTRICAL DIST INC   Dec 3, 2020   \$4,300.   19987   13912   DIRECT SAFETY SOLUTIONS INC   Dec 3, 2020   \$1,408.   19988   2757   ELECTRIC MOTOR WORKS INC   Dec 3, 2020   \$1,408.   19990   14055   FAST UNDERCAR LLC   Dec 3, 2020   \$1,408.   19990   2874   FERGUSON ENTERPRISES INC   Dec 3, 2020   \$1,408.   19991   30589   FRUIT GROWERS LABORATORY INC   Dec 3, 2020   \$1,534.   19993   30589   FRUIT GROWERS LABORATORY INC   Dec 3, 2020   \$1,534.   19993   30589   FRUIT GROWERS LABORATORY INC   Dec 3, 2020   \$1,534.   19994   3929   HYDRAULIC CONTROLS INC   Dec 3, 2020   \$1,759.   19995   4171   JERRY & KEITHS INC   Dec 3, 2020   \$1,759.   19996   1390   JIM BURKE FORD   Dec 3, 2020   \$1,404.   19997   4478   JIM BURKE FORD   Dec 3, 2020   \$1,404.   19998   16694   JIMS TOWING INC   Dec 3, 2020   \$1,404.   19999   4880   KERN RIVER POWER EQUIPMENT INC   Dec 3, 2020   \$3,819.   19999   4880   KERN RIVER POWER EQUIPMENT INC   Dec 3, 2020   \$3,819.   19999   4880   KERN RIVER POWER EQUIPMENT INC   Dec 3, 2020   \$3,819.   19999   4880   KERN RIVER POWER EQUIPMENT INC   Dec 3, 2020   \$3,819.   19999   4880   KERN RIVER POWER EQUIPMENT INC   Dec 3, 2020   \$3,819.   19999   4880   KERN RIVER POWER EQUIPMENT INC   Dec 3, 2020   \$3,819.   19998	19971	21212	WHITE CAP CONSTRUCTION SUPPLY	Nov 25, 2020	\$477.52
19974         26538         ARAMARK UNIFORM & CAREER APPAREL         Dec 3, 2020         \$5,108.           19975         576         B & B SURPLUS         Dec 3, 2020         \$51.           19976         575         B C LABORATORIES         Dec 3, 2020         \$53.           19977         611         B S & E COMPANY INC         Dec 3, 2020         \$4,402.           19978         30290         BAKERSFIELD AUTO PARTS         Dec 3, 2020         \$217.           19980         1163         BLIPPRINT SERVICE CO         Dec 3, 2020         \$180.           19981         18753         BRIDGEPORT TRUCK MANUFACTURING         Dec 3, 2020         \$100.           19982         1477         CAL VALLEY EQUIPMENT INC         Dec 3, 2020         \$225.           19983         1765         CARNEYS BUSINESS TECHNOLOGY CTR INC         Dec 3, 2020         \$225.           19984         20747         CENTRAL SANITARY SUPPLY INC         Dec 3, 2020         \$14,048.           19985         5147         COASTLINE EQUIPMENT         Dec 3, 2020         \$4,390.           19986         2162         CONSOLIDATED ELECTRICAL DIST INC         Dec 3, 2020         \$4,390.           19987         13912         DIRECT SAFETY SOLLUTIONS INC         Dec 3, 2020	19972	57	ABATE A WEED	Dec 3, 2020	\$1,271.73
19976   576	19973	64	ADAMSON POLICE SUPPLY	Dec 3, 2020	\$7,711.84
19976         575         B C LABORATORIES         Dec 3, 2020         \$530.           19977         611         B S & E COMPANY INC         Dec 3, 2020         \$4,402.           19978         30290         BAKERSFIELD AUTO PARTS         Dec 3, 2020         \$217.           19980         1163         BLUEPRINT SERVICE CO         Dec 3, 2020         \$18.           19981         18753         BRIDGEPORT TRUCK MANUFACTURING         Dec 3, 2020         \$870.           19982         1477         CAL VALLEY EQUIPMENT INC         Dec 3, 2020         \$225.           19984         20747         CENTRAL SANITARY SUPPLY INC         Dec 3, 2020         \$14.408.           19985         5147         COASTLINE EQUIPMENT         Dec 3, 2020         \$504.           19986         2162         CONSOLIDATED ELECTRICAL DIST INC         Dec 3, 2020         \$4,390.           19987         13912         DIRECT SAFETY SOLUTIONS INC         Dec 3, 2020         \$1,148.           19988         2757         ELECTRIC MOTOR WORKS INC         Dec 3, 2020         \$6,434.           19990         2874         FERGUSON ENTERPRISES INC         Dec 3, 2020         \$57.           19991         305689         FRUIT GROWERS LABORATORY INC         Dec 3, 2020 <t< td=""><td>19974</td><td>26538</td><td>ARAMARK UNIFORM &amp; CAREER APPAREL</td><td>Dec 3, 2020</td><td>\$5,108.69</td></t<>	19974	26538	ARAMARK UNIFORM & CAREER APPAREL	Dec 3, 2020	\$5,108.69
19977         611         B S & E COMPANY INC         Dec 3, 2020         \$4,402           19978         30290         BAKERSFIELD AUTO PARTS         Dec 3, 2020         \$217           19980         1163         BLUEPRINT SERVICE CO         Dec 3, 2020         \$18           19981         18753         BRIDGEPORT TRUCK MANUFACTURING         Dec 3, 2020         \$100           19982         1477         CAL VALLEY EQUIPMENT INC         Dec 3, 2020         \$225           19983         1765         CARNEYS BUSINESS TECHNOLOGY CTR INC         Dec 3, 2020         \$225           19984         20747         CENTRAL SANITARY SUPPLY INC         Dec 3, 2020         \$504           19985         5147         COASTLINE EQUIPMENT         Dec 3, 2020         \$504           19986         2162         CONSOLIDATED ELECTRICAL DIST INC         Dec 3, 2020         \$4,390           19987         13912         DIRECT SAFETY SOLUTIONS INC         Dec 3, 2020         \$1,709           19988         2757         ELECTRIC MOTOR WORKS INC         Dec 3, 2020         \$27,79           19989         14055         FAST UNDERCAR LC         Dec 3, 2020         \$27,79           19991         30589         FRUTUR GROWERS LABORATORY INC         Dec 3, 2020         <	19975	576	B & B SURPLUS	Dec 3, 2020	\$51.87
19978   30290   BAKERSFIELD AUTO PARTS   Dec 3, 2020   \$217.     19980   1163   BLUEPRINT SERVICE CO   Dec 3, 2020   \$18.     19981   18753   BRIDGEPORT TRUCK MANUFACTURING   Dec 3, 2020   \$100.     19982   1477   CAL VALLEY EQUIPMENT INC   Dec 3, 2020   \$872.     19983   1765   CARNEYS BUSINESS TECHNOLOGY CTR INC   Dec 3, 2020   \$225.     19984   20747   CENTRAL SANITARY SUPPLY INC   Dec 3, 2020   \$1,408.     19995   5147   COASTLINE QUIPMENT   Dec 3, 2020   \$5,408.     19996   2162   CONSOLIDATED ELECTRICAL DIST INC   Dec 3, 2020   \$5,408.     19997   13912   DIRECT SAFETY SOLUTIONS INC   Dec 3, 2020   \$1,408.     19998   14055   FAST UNDERCAR LLC   Dec 3, 2020   \$1,408.     19999   14055   FAST UNDERCAR LLC   Dec 3, 2020   \$6,434.     19991   30589   FRUIT GROWERS LABORATORY INC   Dec 3, 2020   \$1,534.     19992   21739   GOLDEN EMPIRE TOWING INC   Dec 3, 2020   \$1,534.     19993   3993   HALL LETTER SHOP   Dec 3, 2020   \$1,775.     19994   3929   HYDRAULIC CONTROLS INC   Dec 3, 2020   \$1,775.     19995   4171   JERRY & KEITHS INC   Dec 3, 2020   \$1,484.     19996   1390   JIM BURKE FORD   Dec 3, 2020   \$1,484.     19999   4680   KERN RIVER POWER EQUIPMENT INC   Dec 3, 2020   \$1,484.     19999   4680   KERN RIVER POWER EQUIPMENT INC   Dec 3, 2020   \$3,819.     19999   4680   KERN RIVER POWER EQUIPMENT INC   Dec 3, 2020   \$3,819.     19999   4680   KERN RIVER POWER EQUIPMENT INC   Dec 3, 2020   \$3,819.     19999   4680   KERN RIVER POWER EQUIPMENT INC   Dec 3, 2020   \$3,819.     19999   4680   KERN RIVER POWER EQUIPMENT INC   Dec 3, 2020   \$3,819.     19990   4586   MAR-CO EQUIPMENT CORP   Dec 3, 2020   \$3,819.     19000   2677   L N CURTIS & SONS   Dec 3, 2020   \$3,819.     20001   2267   L N CURTIS & SONS   Dec 3, 2020   \$3,819.     20002   24086   MAR-CO EQUIPMENT CORP   Dec 3, 2020   \$3,819.     20003   5687   MOTOR CITY SALES & SERVICE   Dec 3, 2020   \$3,819.     20004   453   MUNICIPAL MAINTENANCE EQUIP INC   Dec 3, 2020   \$3,820.     20006   24279   OREILLY AUTO PARTS   Dec 3, 2020   \$5,498.     2000	19976	575	B C LABORATORIES	Dec 3, 2020	\$530.00
19980         1163         BLUEPRINT SERVICE CO         Dec 3, 2020         \$18.           19981         18753         BRIGGEPORT TRUCK MANUFACTURING         Dec 3, 2020         \$100.           19982         1477         CAL VALLEY EQUIPMENT INC         Dec 3, 2020         \$872.           19983         1765         CARNEYS BUSINESS TECHNOLOGY CTR INC         Dec 3, 2020         \$252.           19984         20747         CENTRAL SANITARY SUPPLY INC         Dec 3, 2020         \$504.           19985         5147         COASTLINE EQUIPMENT         Dec 3, 2020         \$504.           19986         2162         CONSOLIDATED ELECTRICAL DIST INC         Dec 3, 2020         \$4,300.           19987         13912         DIRECT SAFETY SOLUTIONS INC         Dec 3, 2020         \$1,148.           19988         2757         ELECTRIC MOTOR WORKS INC         Dec 3, 2020         \$6,434.           19999         14055         FAST UNDERCAR LLC         Dec 3, 2020         \$27.           19991         30589         FRUIT GROWERS LABORATORY INC         Dec 3, 2020         \$1,534.           19992         21739         GOLDEN EMPIRE TOWING INC         Dec 3, 2020         \$573.           19993         3593         HALL LETTER SHOP         Dec 3, 2020	19977	611	B S & E COMPANY INC	Dec 3, 2020	\$4,402.77
19981         18753         BRIDGEPORT TRUCK MANUFACTURING         Dec 3, 2020         \$100.           19982         1477         CAL VALLEY EQUIPMENT INC         Dec 3, 2020         \$872.           19983         1765         CARNEYS BUSINESS TECHNOLOGY CTR INC         Dec 3, 2020         \$225.           19984         20747         CENTRAL SANITARY SUPPLY INC         Dec 3, 2020         \$1,408.           19985         5147         COASTLINE EQUIPMENT         Dec 3, 2020         \$5,408.           19986         2162         CONSOLIDATED ELECTRICAL DIST INC         Dec 3, 2020         \$4,390.           19987         13912         DIRECT SAFETY SOLUTIONS INC         Dec 3, 2020         \$1,148.           19988         2757         ELECTRIC MOTOR WORKS INC         Dec 3, 2020         \$1,709.           19990         2874         FERGUSON ENTERPRISES INC         Dec 3, 2020         \$27.           19991         30589         FRUIT GROWERS LABORATORY INC         Dec 3, 2020         \$1,153.           19992         21739         GOLDEN EMPIRE TOWING INC         Dec 3, 2020         \$57.33.           19993         3593         HALL LETTER SHOP         Dec 3, 2020         \$57.27.           19994         3929         HYDRAULIC CONTROLS INC	19978	30290	BAKERSFIELD AUTO PARTS	Dec 3, 2020	\$217.54
19982         1477         CAL VALLEY EQUIPMENT INC         Dec 3, 2020         \$872.           19983         1765         CARNEYS BUSINESS TECHNOLOGY CTR INC         Dec 3, 2020         \$225.           19984         20747         CENTRAL SANITARY SUPPLY INC         Dec 3, 2020         \$1,408.           19985         5147         COASTLINE EQUIPMENT         Dec 3, 2020         \$504.           19986         2162         CONSOLIDATED ELECTRICAL DIST INC         Dec 3, 2020         \$4,390.           19987         13912         DIRECT SAFETY SOLUTIONS INC         Dec 3, 2020         \$1,148.           19988         2757         ELECTRIC MOTOR WORKS INC         Dec 3, 2020         \$6,434.           19999         14055         FAST UNDERCAR LLC         Dec 3, 2020         \$6,434.           19991         30589         FRUIT GROWERS LABORATORY INC         Dec 3, 2020         \$1,534.           19992         21739         GOLDEN EMPIRE TOWING INC         Dec 3, 2020         \$573.           19994         3929         HYDRAULIC CONTROLS INC         Dec 3, 2020         \$573.           19995         4171         JERRY & KEITHS INC         Dec 3, 2020         \$7,279.           19997         4178         JIM BURKE FORD         Dec 3, 2020	19980	1163	BLUEPRINT SERVICE CO	Dec 3, 2020	\$18.83
19983         1765         CARNEYS BUSINESS TECHNOLOGY CTR INC         Dec 3, 2020         \$225.           19984         20747         CENTRAL SANITARY SUPPLY INC         Dec 3, 2020         \$1,408.           19985         5147         COASTLINE EQUIPMENT         Dec 3, 2020         \$504.           19986         2162         CONSOLIDATED ELECTRICAL DIST INC         Dec 3, 2020         \$4,390.           19987         13912         DIRECT SAFETY SOLUTIONS INC         Dec 3, 2020         \$1,148.           19988         2757         ELECTRIC MOTOR WORKS INC         Dec 3, 2020         \$6,434.           19990         2874         FERGUSON ENTERPRISES INC         Dec 3, 2020         \$6,434.           19991         30589         FRUIT GROWERS LABORATORY INC         Dec 3, 2020         \$1,754.           19992         21739         GOLDEN EMPIRE TOWING INC         Dec 3, 2020         \$1,175.           19993         3593         HALL LETTER SHOP         Dec 3, 2020         \$573.           19994         3929         HYDRAULIC CONTROLS INC         Dec 3, 2020         \$209.           19995         4171         JERRY & KEITHS INC         Dec 3, 2020         \$7,279.           19997         4178         JIM BURKE FORD         Dec 3, 2020	19981	18753	BRIDGEPORT TRUCK MANUFACTURING	Dec 3, 2020	\$100.99
19984         20747         CENTRAL SANITARY SUPPLY INC         Dec 3, 2020         \$1,408.           19985         5147         COASTLINE EQUIPMENT         Dec 3, 2020         \$504.           19986         2162         CONSOLIDATED ELECTRICAL DIST INC         Dec 3, 2020         \$4,390.           19987         13912         DIRECT SAFETY SOLUTIONS INC         Dec 3, 2020         \$1,148.           19988         2757         ELECTRIC MOTOR WORKS INC         Dec 3, 2020         \$6,434.           19999         14055         FAST UNDERCAR LLC         Dec 3, 2020         \$6,434.           19990         2874         FERGUSON ENTERPRISES INC         Dec 3, 2020         \$1,534.           19991         30589         FRUIT GROWERS LABORATORY INC         Dec 3, 2020         \$1,534.           19992         21739         GOLDEN EMPIRE TOWING INC         Dec 3, 2020         \$1,175.           19993         3593         HALL LETTER SHOP         Dec 3, 2020         \$573.           19994         3929         HYDRAULIC CONTROLS INC         Dec 3, 2020         \$2,020           19995         4171         JERRY & KEITHS INC         Dec 3, 2020         \$7,279.           19997         4178         JIM BURKE FORD         Dec 3, 2020         \$3,819.	19982	1477	CAL VALLEY EQUIPMENT INC	Dec 3, 2020	\$872.47
19985         5147         COASTLINE EQUIPMENT         Dec 3, 2020         \$504.           19986         2162         CONSOLIDATED ELECTRICAL DIST INC         Dec 3, 2020         \$4,390.           19987         13912         DIRECT SAFETY SOLUTIONS INC         Dec 3, 2020         \$1,148.           19988         2757         ELECTRIC MOTOR WORKS INC         Dec 3, 2020         \$1,709.           19989         14055         FAST UNDERCAR LLC         Dec 3, 2020         \$6,434.           19990         2874         FERGUSON ENTERPRISES INC         Dec 3, 2020         \$25,41.           19991         30589         FRUIT GROWERS LABORATORY INC         Dec 3, 2020         \$15,34.           19992         21739         GOLDEN EMPIRE TOWING INC         Dec 3, 2020         \$1,175.           19993         3593         HALL LETTER SHOP         Dec 3, 2020         \$573.           19994         3929         HYDRAULIC CONTROLS INC         Dec 3, 2020         \$1,484.           19995         4171         JERRY & KEITHS INC         Dec 3, 2020         \$7,279.           19997         4178         JIM BURKE FORD         Dec 3, 2020         \$3,416.           19998         15694         JIM STOWING INC         Dec 3, 2020         \$3,816.     <	19983	1765	CARNEYS BUSINESS TECHNOLOGY CTR INC	Dec 3, 2020	\$225.21
19986         2162         CONSOLIDATED ELECTRICAL DIST INC         Dec 3, 2020         \$4,390.           19987         13912         DIRECT SAFETY SOLUTIONS INC         Dec 3, 2020         \$1,148.           19988         2757         ELECTRIC MOTOR WORKS INC         Dec 3, 2020         \$1,709.           19989         14055         FAST UNDERCAR LLC         Dec 3, 2020         \$6,434.           19990         2874         FERGUSON ENTERPRISES INC         Dec 3, 2020         \$1,534.           19991         30589         FRUIT GROWERS LABORATORY INC         Dec 3, 2020         \$1,534.           19992         21739         GOLDEN EMPIRE TOWING INC         Dec 3, 2020         \$1,175.           19993         3593         HALL LETTER SHOP         Dec 3, 2020         \$573.           19994         3929         HYDRAULIC CONTROLS INC         Dec 3, 2020         \$209.           19995         4171         JERRY & KEITHS INC         Dec 3, 2020         \$1,484.           19996         1390         JIM BURKE FORD         Dec 3, 2020         \$4,746.           19997         4178         JIM BURKE LINCOLN MERCURY         Dec 3, 2020         \$3,819.           19998         4680         KERN RIVER POWER EQUIPMENT INC         Dec 3, 2020 <t< td=""><td>19984</td><td>20747</td><td>CENTRAL SANITARY SUPPLY INC</td><td>Dec 3, 2020</td><td>\$1,408.34</td></t<>	19984	20747	CENTRAL SANITARY SUPPLY INC	Dec 3, 2020	\$1,408.34
19987       13912       DIRECT SAFETY SOLUTIONS INC       Dec 3, 2020       \$1,148.         19988       2757       ELECTRIC MOTOR WORKS INC       Dec 3, 2020       \$1,709.         19989       14055       FAST UNDERCAR LLC       Dec 3, 2020       \$6,434.         19990       2874       FERGUSON ENTERPRISES INC       Dec 3, 2020       \$27.         19991       30589       FRUIT GROWERS LABORATORY INC       Dec 3, 2020       \$1,534.         19992       21739       GOLDEN EMPIRE TOWING INC       Dec 3, 2020       \$1,175.         19993       3593       HALL LETTER SHOP       Dec 3, 2020       \$573.         19994       3929       HYDRAULIC CONTROLS INC       Dec 3, 2020       \$209.         19995       4171       JERRY & KEITHS INC       Dec 3, 2020       \$1,484.         19996       1390       JIM BURKE FORD       Dec 3, 2020       \$7,279.         19997       4178       JIMS TOWING INC       Dec 3, 2020       \$3,819.         19999       4680       KERN RIVER POWER EQUIPMENT INC       Dec 3, 2020       \$3,819.         19999       4680       KERN RIVER POWER EQUIPMENT ORP       Dec 3, 2020       \$3,81         20001       2267       L N CURTIS & SONS       Dec 3, 2020	19985	5147	COASTLINE EQUIPMENT	Dec 3, 2020	\$504.60
19988         2757         ELECTRIC MOTOR WORKS INC         Dec 3, 2020         \$1,709.           19989         14055         FAST UNDERCAR LLC         Dec 3, 2020         \$6,434.           19990         2874         FERGUSON ENTERPRISES INC         Dec 3, 2020         \$27.           19991         30589         FRUIT GROWERS LABORATORY INC         Dec 3, 2020         \$1,534.           19992         21739         GOLDEN EMPIRE TOWING INC         Dec 3, 2020         \$1,175.           19993         3593         HALL LETTER SHOP         Dec 3, 2020         \$573.           19994         3929         HYDRAULIC CONTROLS INC         Dec 3, 2020         \$209.           19995         4171         JERRY & KEITHS INC         Dec 3, 2020         \$7,279.           19996         1390         JIM BURKE FORD         Dec 3, 2020         \$7,279.           19997         4178         JIM BURKE LINCOLN MERCURY         Dec 3, 2020         \$3,819.           19998         15694         JIMS TOWING INC         Dec 3, 2020         \$3,819.           19999         4680         KERN RIVER POWER EQUIPMENT INC         Dec 3, 2020         \$33.           20001         2267         L N CURTIS & SONS         Dec 3, 2020         \$90.	19986	2162	CONSOLIDATED ELECTRICAL DIST INC	Dec 3, 2020	\$4,390.52
19989       14055       FAST UNDERCAR LLC       Dec 3, 2020       \$6,434.         19990       2874       FERGUSON ENTERPRISES INC       Dec 3, 2020       \$27.         19991       30589       FRUIT GROWERS LABORATORY INC       Dec 3, 2020       \$1,534.         19992       21739       GOLDEN EMPIRE TOWING INC       Dec 3, 2020       \$1,175.         19993       3593       HALL LETTER SHOP       Dec 3, 2020       \$573.         19994       3929       HYDRAULIC CONTROLS INC       Dec 3, 2020       \$209.         19995       4171       JERRY & KEITHS INC       Dec 3, 2020       \$1,484.         19996       1390       JIM BURKE FORD       Dec 3, 2020       \$7,279.         19997       4178       JIM STOWING INC       Dec 3, 2020       \$3,819.         19999       4680       KERN RIVER POWER EQUIPMENT INC       Dec 3, 2020       \$3,819.         20000       4861       KISCO SALES INC       Dec 3, 2020       \$33.         20001       2267       L N CURTIS & SONS       Dec 3, 2020       \$2,814.         20002       24086       MAR-CO EQUIPMENT CORP       Dec 3, 2020       \$30.         20003       5687       MOTOR CITY SALES & SERVICE       Dec 3, 2020       \$1,140.	19987	13912	DIRECT SAFETY SOLUTIONS INC	Dec 3, 2020	\$1,148.36
19990         2874         FERGUSON ENTERPRISES INC         Dec 3, 2020         \$27.           19991         30589         FRUIT GROWERS LABORATORY INC         Dec 3, 2020         \$1,534.           19992         21739         GOLDEN EMPIRE TOWING INC         Dec 3, 2020         \$1,175.           19993         3593         HALL LETTER SHOP         Dec 3, 2020         \$573.           19994         3929         HYDRAULIC CONTROLS INC         Dec 3, 2020         \$209.           19995         4171         JERRY & KEITHS INC         Dec 3, 2020         \$1,484.           19996         1390         JIM BURKE FORD         Dec 3, 2020         \$7,279.           19997         4178         JIM STOWING INC         Dec 3, 2020         \$3,819.           19998         15694         JIMS TOWING INC         Dec 3, 2020         \$3,819.           19999         4680         KERN RIVER POWER EQUIPMENT INC         Dec 3, 2020         \$33.           20000         4861         KISCO SALES INC         Dec 3, 2020         \$2,814.           20001         2267         L N CURTIS & SONS         Dec 3, 2020         \$2,814.           20002         24086         MAR-CO EQUIPMENT CORP         Dec 3, 2020         \$359.           2000	19988	2757	ELECTRIC MOTOR WORKS INC	Dec 3, 2020	\$1,709.31
19991       30589       FRUIT GROWERS LABORATORY INC       Dec 3, 2020       \$1,534.         19992       21739       GOLDEN EMPIRE TOWING INC       Dec 3, 2020       \$1,175.         19993       3593       HALL LETTER SHOP       Dec 3, 2020       \$573.         19994       3929       HYDRAULIC CONTROLS INC       Dec 3, 2020       \$209.         19995       4171       JERRY & KEITHS INC       Dec 3, 2020       \$1,484.         19996       1390       JIM BURKE FORD       Dec 3, 2020       \$7,279.         19997       4178       JIM BURKE LINCOLN MERCURY       Dec 3, 2020       \$4,746.         19998       15694       JIMS TOWING INC       Dec 3, 2020       \$3,819.         19999       4680       KERN RIVER POWER EQUIPMENT INC       Dec 3, 2020       \$33.         20001       2267       L N CURTIS & SONS       Dec 3, 2020       \$2,814.         20002       24086       MAR-CO EQUIPMENT CORP       Dec 3, 2020       \$359.         20003       5687       MOTOR CITY SALES & SERVICE       Dec 3, 2020       \$359.         20004       453       MUNICIPAL MAINTENANCE EQUIP INC       Dec 3, 2020       \$1,140.         20005       24279       O'REILLY AUTO PARTS       Dec 3, 2020	19989	14055	FAST UNDERCAR LLC	Dec 3, 2020	\$6,434.48
19992       21739       GOLDEN EMPIRE TOWING INC       Dec 3, 2020       \$1,175.         19993       3593       HALL LETTER SHOP       Dec 3, 2020       \$573.         19994       3929       HYDRAULIC CONTROLS INC       Dec 3, 2020       \$209.         19995       4171       JERRY & KEITHS INC       Dec 3, 2020       \$1,484.         19996       1390       JIM BURKE FORD       Dec 3, 2020       \$7,279.         19997       4178       JIM BURKE LINCOLN MERCURY       Dec 3, 2020       \$3,819.         19998       15694       JIMS TOWING INC       Dec 3, 2020       \$3,819.         19999       4680       KERN RIVER POWER EQUIPMENT INC       Dec 3, 2020       \$33.         20001       4861       KISCO SALES INC       Dec 3, 2020       \$2,814.         20002       24086       MAR-CO EQUIPMENT CORP       Dec 3, 2020       \$2,814.         20002       24086       MAR-CO EQUIPMENT CORP       Dec 3, 2020       \$359.         20004       453       MUNICIPAL MAINTENANCE EQUIP INC       Dec 3, 2020       \$1,140.         20005       24279       O'REILLY AUTO PARTS       Dec 3, 2020       \$5,77.         20006       19584       SMITH & SON TIRE INC       Dec 3, 2020       \$5,498.	19990	2874	FERGUSON ENTERPRISES INC	Dec 3, 2020	\$27.63
19993       3593       HALL LETTER SHOP       Dec 3, 2020       \$573.         19994       3929       HYDRAULIC CONTROLS INC       Dec 3, 2020       \$209.         19995       4171       JERRY & KEITHS INC       Dec 3, 2020       \$1,484.         19996       1390       JIM BURKE FORD       Dec 3, 2020       \$7,279.         19997       4178       JIM BURKE LINCOLN MERCURY       Dec 3, 2020       \$4,746.         19998       15694       JIMS TOWING INC       Dec 3, 2020       \$3,819.         19999       4680       KERN RIVER POWER EQUIPMENT INC       Dec 3, 2020       \$67.         20000       4861       KISCO SALES INC       Dec 3, 2020       \$2,814.         20001       2267       L N CURTIS & SONS       Dec 3, 2020       \$2,814.         20002       24086       MAR-CO EQUIPMENT CORP       Dec 3, 2020       \$359.         20003       5687       MOTOR CITY SALES & SERVICE       Dec 3, 2020       \$1,140.         20005       24279       O'REILLY AUTO PARTS       Dec 3, 2020       \$5,498.         20006       19584       SMITH & SON TIRE INC       Dec 3, 2020       \$5,498.         20007       7685       STINSON STATIONERS       Dec 3, 2020       \$2,682.	19991	30589	FRUIT GROWERS LABORATORY INC	Dec 3, 2020	\$1,534.00
19994       3929       HYDRAULIC CONTROLS INC       Dec 3, 2020       \$209.         19995       4171       JERRY & KEITHS INC       Dec 3, 2020       \$1,484.         19996       1390       JIM BURKE FORD       Dec 3, 2020       \$7,279.         19997       4178       JIM BURKE LINCOLN MERCURY       Dec 3, 2020       \$4,746.         19998       15694       JIMS TOWING INC       Dec 3, 2020       \$3,819.         19999       4680       KERN RIVER POWER EQUIPMENT INC       Dec 3, 2020       \$67.         20000       4861       KISCO SALES INC       Dec 3, 2020       \$33.         20001       2267       L N CURTIS & SONS       Dec 3, 2020       \$2,814.         20002       24086       MAR-CO EQUIPMENT CORP       Dec 3, 2020       \$359.         20003       5687       MOTOR CITY SALES & SERVICE       Dec 3, 2020       \$359.         20004       453       MUNICIPAL MAINTENANCE EQUIP INC       Dec 3, 2020       \$1,140.         20005       24279       O'REILLY AUTO PARTS       Dec 3, 2020       \$5,498.         20007       7685       STINSON STATIONERS       Dec 3, 2020       \$8,202.         20008       7728       SULLY & SON HYDRAULICS INC       Dec 3, 2020       \$2,682	19992	21739	GOLDEN EMPIRE TOWING INC	Dec 3, 2020	\$1,175.00
19995       4171       JERRY & KEITHS INC       Dec 3, 2020       \$1,484         19996       1390       JIM BURKE FORD       Dec 3, 2020       \$7,279         19997       4178       JIM BURKE LINCOLN MERCURY       Dec 3, 2020       \$4,746         19998       15694       JIMS TOWING INC       Dec 3, 2020       \$3,819         19999       4680       KERN RIVER POWER EQUIPMENT INC       Dec 3, 2020       \$67         20000       4861       KISCO SALES INC       Dec 3, 2020       \$33         20001       2267       L N CURTIS & SONS       Dec 3, 2020       \$2,814         20002       24086       MAR-CO EQUIPMENT CORP       Dec 3, 2020       \$359         20003       5687       MOTOR CITY SALES & SERVICE       Dec 3, 2020       \$359         20004       453       MUNICIPAL MAINTENANCE EQUIP INC       Dec 3, 2020       \$1,140         20005       24279       O'REILLY AUTO PARTS       Dec 3, 2020       \$577         20006       19584       SMITH & SON TIRE INC       Dec 3, 2020       \$5,498         20007       7685       STINSON STATIONERS       Dec 3, 2020       \$2,682         20008       7728       SULLY & SON HYDRAULICS INC       Dec 3, 2020       \$2,682 <td>19993</td> <td>3593</td> <td>HALL LETTER SHOP</td> <td>Dec 3, 2020</td> <td>\$573.40</td>	19993	3593	HALL LETTER SHOP	Dec 3, 2020	\$573.40
19996       1390       JIM BURKE FORD       Dec 3, 2020       \$7,279         19997       4178       JIM BURKE LINCOLN MERCURY       Dec 3, 2020       \$4,746         19998       15694       JIMS TOWING INC       Dec 3, 2020       \$3,819         19999       4680       KERN RIVER POWER EQUIPMENT INC       Dec 3, 2020       \$67         20000       4861       KISCO SALES INC       Dec 3, 2020       \$33         20001       2267       L N CURTIS & SONS       Dec 3, 2020       \$2,814         20002       24086       MAR-CO EQUIPMENT CORP       Dec 3, 2020       \$359         20003       5687       MOTOR CITY SALES & SERVICE       Dec 3, 2020       \$359         20004       453       MUNICIPAL MAINTENANCE EQUIP INC       Dec 3, 2020       \$1,140         20005       24279       O'REILLY AUTO PARTS       Dec 3, 2020       \$5,498         20006       19584       SMITH & SON TIRE INC       Dec 3, 2020       \$5,498         20007       7685       STINSON STATIONERS       Dec 3, 2020       \$2,682         20008       7728       SULLY & SON HYDRAULICS INC       Dec 3, 2020       \$2,682	19994	3929	HYDRAULIC CONTROLS INC	Dec 3, 2020	\$209.17
19997 4178 JIM BURKE LINCOLN MERCURY Dec 3, 2020 \$4,746. 19998 15694 JIMS TOWING INC Dec 3, 2020 \$3,819. 19999 4680 KERN RIVER POWER EQUIPMENT INC Dec 3, 2020 \$67. 20000 4861 KISCO SALES INC Dec 3, 2020 \$33. 20001 2267 L N CURTIS & SONS Dec 3, 2020 \$2,814. 20002 24086 MAR-CO EQUIPMENT CORP Dec 3, 2020 \$90. 20003 5687 MOTOR CITY SALES & SERVICE Dec 3, 2020 \$359. 20004 453 MUNICIPAL MAINTENANCE EQUIP INC Dec 3, 2020 \$1,140. 20005 24279 O'REILLY AUTO PARTS Dec 3, 2020 \$5,498. 20006 19584 SMITH & SON TIRE INC Dec 3, 2020 \$5,498. 20007 7685 STINSON STATIONERS Dec 3, 2020 \$8,202. 20008 7728 SULLY & SON HYDRAULICS INC Dec 3, 2020 \$2,682.	19995	4171	JERRY & KEITHS INC	Dec 3, 2020	\$1,484.29
19998       15694       JIMS TOWING INC       Dec 3, 2020       \$3,819.         19999       4680       KERN RIVER POWER EQUIPMENT INC       Dec 3, 2020       \$67.         20000       4861       KISCO SALES INC       Dec 3, 2020       \$33.         20001       2267       L N CURTIS & SONS       Dec 3, 2020       \$2,814.         20002       24086       MAR-CO EQUIPMENT CORP       Dec 3, 2020       \$90.         20003       5687       MOTOR CITY SALES & SERVICE       Dec 3, 2020       \$359.         20004       453       MUNICIPAL MAINTENANCE EQUIP INC       Dec 3, 2020       \$1,140.         20005       24279       O'REILLY AUTO PARTS       Dec 3, 2020       \$5,77.         20006       19584       SMITH & SON TIRE INC       Dec 3, 2020       \$5,498.         20007       7685       STINSON STATIONERS       Dec 3, 2020       \$8,202.         20008       7728       SULLY & SON HYDRAULICS INC       Dec 3, 2020       \$2,682.	19996	1390	JIM BURKE FORD	Dec 3, 2020	\$7,279.05
19999       4680       KERN RIVER POWER EQUIPMENT INC       Dec 3, 2020       \$67.         20000       4861       KISCO SALES INC       Dec 3, 2020       \$33.         20001       2267       L N CURTIS & SONS       Dec 3, 2020       \$2,814.         20002       24086       MAR-CO EQUIPMENT CORP       Dec 3, 2020       \$90.         20003       5687       MOTOR CITY SALES & SERVICE       Dec 3, 2020       \$359.         20004       453       MUNICIPAL MAINTENANCE EQUIP INC       Dec 3, 2020       \$1,140.         20005       24279       O'REILLY AUTO PARTS       Dec 3, 2020       \$577.         20006       19584       SMITH & SON TIRE INC       Dec 3, 2020       \$5,498.         20007       7685       STINSON STATIONERS       Dec 3, 2020       \$8,202.         20008       7728       SULLY & SON HYDRAULICS INC       Dec 3, 2020       \$2,682.	19997	4178	JIM BURKE LINCOLN MERCURY	Dec 3, 2020	\$4,746.28
20000       4861       KISCO SALES INC       Dec 3, 2020       \$33.         20001       2267       L N CURTIS & SONS       Dec 3, 2020       \$2,814.         20002       24086       MAR-CO EQUIPMENT CORP       Dec 3, 2020       \$90.         20003       5687       MOTOR CITY SALES & SERVICE       Dec 3, 2020       \$359.         20004       453       MUNICIPAL MAINTENANCE EQUIP INC       Dec 3, 2020       \$1,140.         20005       24279       O'REILLY AUTO PARTS       Dec 3, 2020       \$577.         20006       19584       SMITH & SON TIRE INC       Dec 3, 2020       \$5,498.         20007       7685       STINSON STATIONERS       Dec 3, 2020       \$8,202.         20008       7728       SULLY & SON HYDRAULICS INC       Dec 3, 2020       \$2,682.	19998	15694	JIMS TOWING INC	Dec 3, 2020	\$3,819.50
20001       2267       L N CURTIS & SONS       Dec 3, 2020       \$2,814.         20002       24086       MAR-CO EQUIPMENT CORP       Dec 3, 2020       \$90.         20003       5687       MOTOR CITY SALES & SERVICE       Dec 3, 2020       \$359.         20004       453       MUNICIPAL MAINTENANCE EQUIP INC       Dec 3, 2020       \$1,140.         20005       24279       O'REILLY AUTO PARTS       Dec 3, 2020       \$577.         20006       19584       SMITH & SON TIRE INC       Dec 3, 2020       \$5,498.         20007       7685       STINSON STATIONERS       Dec 3, 2020       \$8,202.         20008       7728       SULLY & SON HYDRAULICS INC       Dec 3, 2020       \$2,682.	19999	4680	KERN RIVER POWER EQUIPMENT INC	Dec 3, 2020	\$67.36
20002       24086       MAR-CO EQUIPMENT CORP       Dec 3, 2020       \$90.         20003       5687       MOTOR CITY SALES & SERVICE       Dec 3, 2020       \$359.         20004       453       MUNICIPAL MAINTENANCE EQUIP INC       Dec 3, 2020       \$1,140.         20005       24279       O'REILLY AUTO PARTS       Dec 3, 2020       \$577.         20006       19584       SMITH & SON TIRE INC       Dec 3, 2020       \$5,498.         20007       7685       STINSON STATIONERS       Dec 3, 2020       \$8,202.         20008       7728       SULLY & SON HYDRAULICS INC       Dec 3, 2020       \$2,682.	20000	4861	KISCO SALES INC	Dec 3, 2020	\$33.37
20003       5687       MOTOR CITY SALES & SERVICE       Dec 3, 2020       \$359.         20004       453       MUNICIPAL MAINTENANCE EQUIP INC       Dec 3, 2020       \$1,140.         20005       24279       O'REILLY AUTO PARTS       Dec 3, 2020       \$577.         20006       19584       SMITH & SON TIRE INC       Dec 3, 2020       \$5,498.         20007       7685       STINSON STATIONERS       Dec 3, 2020       \$8,202.         20008       7728       SULLY & SON HYDRAULICS INC       Dec 3, 2020       \$2,682.	20001	2267	L N CURTIS & SONS	Dec 3, 2020	\$2,814.18
20004       453       MUNICIPAL MAINTENANCE EQUIP INC       Dec 3, 2020       \$1,140.         20005       24279       O'REILLY AUTO PARTS       Dec 3, 2020       \$577.         20006       19584       SMITH & SON TIRE INC       Dec 3, 2020       \$5,498.         20007       7685       STINSON STATIONERS       Dec 3, 2020       \$8,202.         20008       7728       SULLY & SON HYDRAULICS INC       Dec 3, 2020       \$2,682.	20002	24086	MAR-CO EQUIPMENT CORP	Dec 3, 2020	\$90.77
20005       24279       O'REILLY AUTO PARTS       Dec 3, 2020       \$577.         20006       19584       SMITH & SON TIRE INC       Dec 3, 2020       \$5,498.         20007       7685       STINSON STATIONERS       Dec 3, 2020       \$8,202.         20008       7728       SULLY & SON HYDRAULICS INC       Dec 3, 2020       \$2,682.	20003	5687	MOTOR CITY SALES & SERVICE	Dec 3, 2020	\$359.67
20006       19584       SMITH & SON TIRE INC       Dec 3, 2020       \$5,498.         20007       7685       STINSON STATIONERS       Dec 3, 2020       \$8,202.         20008       7728       SULLY & SON HYDRAULICS INC       Dec 3, 2020       \$2,682.	20004	453	MUNICIPAL MAINTENANCE EQUIP INC	Dec 3, 2020	\$1,140.46
20007       7685       STINSON STATIONERS       Dec 3, 2020       \$8,202.         20008       7728       SULLY & SON HYDRAULICS INC       Dec 3, 2020       \$2,682.	20005	24279	O'REILLY AUTO PARTS	Dec 3, 2020	\$577.87
20008 7728 SULLY & SON HYDRAULICS INC Dec 3, 2020 \$2,682.	20006	19584	SMITH & SON TIRE INC	Dec 3, 2020	\$5,498.12
	20007	7685	STINSON STATIONERS	Dec 3, 2020	\$8,202.44
20009 15868 TEL TEC SECURITY SYSTEM INC Dec 3, 2020 \$428.	20008	7728	SULLY & SON HYDRAULICS INC	Dec 3, 2020	\$2,682.19
	20009	15868	TEL TEC SECURITY SYSTEM INC	Dec 3, 2020	\$428.34

492,559.47

34,262,531.94



#### **ADMINISTRATIVE REPORT**

**MEETING DATE**: 12/16/2020 Consent – Resolutions c.

**TO:** Honorable Mayor and City Council

FROM: Christopher Boyle, Development Services Director

**DATE:** 11/19/2020

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 the demolishment of dangerous buildings 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 November 9, 2020, by the City Manager designee and all proposed charges were confirmed. The subject properties listed in Exhibit A and Exhibit B (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 and/or were determined to be in violation of Chapter 15.24 of the Bakersfield Municipal Code which prohibits maintaining dangerous buildings. 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 and Exhibit B.

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 and Exhibit B were abated under the direction of the Chief Code Enforcement Officer. The costs incurred by the City can be assessed against the property as provided for in Chapter 8.80 of the Bakersfield Municipal Code. Property owners had been given notice of their right to appear at the hearing on this matter before the City Manager designee and to object to the correctness of the costs incurred by the City to remove the public nuisance. The City Manager designee has approved the assessments associated with the properties.

The Council will need to confirm the approval of the City Manager designee of the costs incurred by the City for work performed to remove the public nuisance and order that such costs be made a lien against the property. This will be done by adoption of the attached resolution.

#### ATTACHMENTS:

	Description	Type
	Resolution	Resolution
D	Declaration	Exhibit
D	Exhibit A	Exhibit
D	Exhibit B	Exhibit

<b>RESOLUTION</b>	NO.	
KESCECIICIA	110.	

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 THE DEMOLISHMENT OF DANGEROUS BUILDINGS 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" and Exhibit "B" 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 <u>November 9, 2020</u>, 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 Exhibit "B", 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" and Exhibit "B" are hereby confirmed.
- 3. The cost of the abatement on the properties as described in Exhibit "A" and Exhibit "B" 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" and Exhibit "B" 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 im	posed	under	Governr	nent C	code	Section	38773.1	and	Baker	sfield	Municipo	al Cod	de
Sectio	n 8.80.1	90 is fo	reclosed	or plac	ced c	on the p	roperty t	tax rol	Is for o	collect	ion as de	escribe	эd
in para	agraph	7 belov	٧.	·		•							

paid in full remaining th law, the Co	d confirmed against the prop prior to collection or foreclo nereof, may be entered and e	ne City Attorney, and in the event such charges perty as listed in Exhibit "A" and Exhibit "B" are not osure, such special assessment or balance due extended on the property tax roll, and pursuant to e such amounts on the tax bill applicable to the
		000
Council of	<b>EBY CERTIFY</b> that the foregoing the City of Bakersfield, by	ng Resolution was passed and adopted by the at a regular meeting thereof held on the following vote:
AYES: NOES: ABSTAIN ABSENT:	COUNCILMEMBER	S, WEIR, SMITH, FREEMAN, GRAY, PARLIER
		JULIE DRIMAKIS, CMC CITY CLERK and Ex Officio Clerk of the Council of the City of Bakersfield
APPROVED_		_
KAREN GOH MAYOR of th	ne City of Bakersfield	
APPROVED (	as to form:	
VIRGINIA GE City Attorne		
	IANA GALLARDO-KING ty City Attorney	<u> </u>

#### **EXHIBIT "A"**

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

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

#### I, David Paquette, declare:

- 1. I am the duly appointed Code Enforcement Supervisor of the City of Bakersfield, California. I am making this declaration pursuant to Chapter 8.80 of the Bakersfield Municipal Code.
- 2. As provided by Chapter 8.80 of the Bakersfield Municipal Code and pursuant to an order of the Building Director, the Code Enforcement Division removed the public nuisances on the properties listed in Exhibit "A" and Exhibit "B" which are attached hereto and made a part hereof by this reference in <u>September and October 2020</u>. 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" and Exhibit "B".
- 3. Records of the Bakersfield Building Department reflect that on <u>October 16, 2020</u> 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 19th day of November 2020, at Bakersfield, California.

David Paquette	
Code Enforcement Supervisor	

## EXHIBIT "A" REPORT AND ASSESSMENT LIST FOR WHICH DANGEROUS BUILDINGS HAVE BEEN DEMOLISHED

Ī	APN	PROPERTY ADDRESS	PROPERTY OWNER	COST TO	ADMIN	TOTAL	WARD
				DO WORK	COST	COST	
Ī	1. 019-122-06-00-3	705 S Williams Street	Robert Johnson	\$10,844.50	\$1,651	\$12,495.50	1
			214 Madison Street				
		20-100	Bakersfield, CA 93307				

# EXHIBIT "B" 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. 018-230-27-00-5	233 Augusta Street 20-3085	Paul Dean Sr 327 S King Street Bakersfield, CA 93307	\$0	\$149	\$149	1
2. 172-043-13-00-5	1903 Filson Street 20-3622	Earle Revocable Living Trust 4646 Wilson Road, Suite 103 Bakersfield, CA 93309	\$139	\$891	\$1,030	1
3. 019-072-12-00-6	417 S Haley Street 20-2585	Marie Dillard 14749 Weeks Drive La Mirada, CA 90638	\$194	\$891	\$1,085	1
4. 172-091-33-00-4	3508 Horne Street 20-3683	Hilltop Developers Inc 815 Walker Street, Suite 1250 Houston, TX 77002	\$850	\$891	\$1,741	1
5. 011-221-13-00-9	624 Maitland Drive	Concepcion Morales 624 Maitland Drive Bakersfield, CA 93304	\$0	\$891	\$891	1
6. 009-162-10-00-3	915 P Street 20-3759	Gloria Henry 925 Bank Street Bakersfield, CA 93304	\$145	\$891	\$1,036	1
7. 171-010-05-01-4	1008 Pacheco Road 20-3100	Ramon Hendrix 13310 Michaelangelo Drive Bakersfield, CA 93314	\$595	\$891	\$1,486	1
8. 171-200-20-00-3	1500 Pacheco Road Space 20 20-2913	Pandy Sovaleni 1500 Pacheco Road Sp 20 Bakersfield, CA 93307	1,010	\$891	\$1,901	1
9. 170-170-03-00-9	1024 E Planz Road 20-2701	Enright Thacker & Lula Mae Thacker 2415 SE Lotus Avenue Fresno, CA 93706	\$884	\$891	\$1,775	1
10. 170-180-01-00-6	1100 E Planz Road 20-2700	Crespin Garcia & Virginia Garcia 1127 3 <sup>rd</sup> Street Bakersfield, CA 93304	\$944	\$891	\$1,835	1
11. 011-191-15-00-7	1023 Townsley Avenue 20-2766	Goldberg Kershen & Altmann 104 S Jones Boulevard Las Vegas, NV 89107	\$244	\$891	\$1,135	1
12. 025-030-10-01-8	2303 S Union Avenue 19-392	V H Plaza LLC 4887 Melrose Avenue Los Angeles, CA 90029	\$0	\$891	\$891	1
13. 139-132-02-00-9	205 E 10 <sup>th</sup> Street 20-3673	Christina Leyvas 1606 Hadar Road Bakersfield, CA 93307	\$124	\$891	\$1,015	1
14. 008-192-26-00-2	2119 Buena Vista Street 20-2422	Golden Opportunity Invs LP 4900 Santa Anita Ave Ste 2C El Monte, CA 91731	\$0	\$422	\$422	2
15. 017-330-03-00-7	1311 Eureka Street 20-3564	Yesenia Martinez PO Box 30007 Bakersfield, CA 93385	\$124	\$891	\$1,015	2
16. 007-200-07-00-8	1919 Forrest Street 20-3309	Perro Blanco Films LLC 880 W 1st Street Suite 10 Los Angeles, CA 90012	\$0	\$149	\$149	2

APN	PROPERTY ADDRESS	PROPERTY OWNER	COST TO DO WORK	ADMIN COST	TOTAL COST	WARD
17. 120-110-23-00-4	3712 K Street 20-4525	Elite Hernandez Enterprises 10000 Stockdale Hw Suite 380 Bakersfield, CA 93311	\$0	\$149	\$149	2
18. 015-170-14-00-9	1208 Niles Street 20-3662	Salvador Medina Perez 3203 Jefferson Avenue Los Angeles, CA 90019	\$255	\$1,651	\$1,906	2
19. 002-072-06-00-7	3025 Q Street 20-3195	Premier Equities Inc 11702 Walderi Street Bakersfield, CA 93311	\$900	\$891	\$1,791	2
20. 003-342-02-00-0	2205 20 <sup>th</sup> Street 20-2002	Harolyn Johnson PO Box 9724 Bakersfield, CA 93389	\$0	\$891	\$891	2
21. 439-090-15-00-9	5709 Fairfax Road 20-2741	Sunshree Inc 17202 Betty Place Cerritos, CA 90703	\$0	\$149	\$149	3
22. 382-241-14-00-3	3712 Harmony Drive 20-1422	Don Richardson 11312 S Espanita Street Orange, CA 92869	\$0	\$149	\$149	3
23. 021-220-04-00-9	933 Shattuck Avenue 20-2324	John Johannsen 919 Panorama Drive Bakersfield, CA 93305	\$2,100	\$891	\$2,991	3
24. 110-120-44-00-5	11113 Palm Avenue 20-3530	Wayne Lee Vaughn Sr PO Box 2353 Bakersfield, CA 93303	\$244	\$891	\$1,135	4
25. 110-120-43-00-2	11215 Palm Avenue 20-3529	Wayne Lee Vaughn Sr PO Box 2353 Bakersfield, CA 93303	\$294	\$891	\$1,185	4
26. 371-143-11-00-9	3716 Harris Road 20-2945	Maximiliano Saldana 3716 Harris Road Bakersfield, CA 93313	\$0	\$422	\$422	7
27. 023-304-01-00-5	2409 Oakwood Drive 20-2848	Harolyn Johnson PO Box 9724 Bakersfield, CA 93309	\$0	\$149	\$149	7
28. 515-031-06-00-7	7246 Stine Road 20-2458	Patel Kalpana Trust 11 Baymont Street, Apt 502 Clearwater Beach, FL 33767	\$499	\$891	\$1,390	7



#### **ADMINISTRATIVE REPORT**

**MEETING DATE**: 12/16/2020 Consent – Agreements d.

**TO:** Honorable Mayor and City Council

FROM: Randy McKeegan, Finance Director

**DATE:** 12/2/2020

WARD:

**SUBJECT:** Resolution to Authorize Sale of Surplus desktop computers to Mercy

House, a non-profit organization for one dollar (\$1.00).

#### STAFF RECOMMENDATION:

Staff recommends approval of the resolution.

#### **BACKGROUND:**

The City has received a request from Mercy House, a nonprofit organization to purchase five surplus desktop computers. The City has contracted with Mercy House for the operation of the Brundage Lane Navigation Center. Mercy House intends to use the computers in a computer lab designed to help clients navigate job training, resume building and other activities. Staff recommends the sale of five surplus desktop computers to Mercy House for one dollar (\$1.00).

The Bakersfield Municipal Code Section 3.20.120F provides for this action and states that any sale to a governmental entity or non-profit organization shall be subject to confirmation and approval by the City Council.

The Technology Services Department has prepared the computers for release and the equipment is being sold "as is with all faults" to remove the City from any potential liability claims.

#### **ATTACHMENTS:**

Description Type

Resolution
Resolution

RESOLUTION NO.	
----------------	--

#### RESOLUTION TO AUTHORIZE SALE OF FIVE DESKTOP COMPUTERS TO MERCY HOUSE, A NON PROFIT ORGANIZATION FOR ONE DOLLARS (\$1.00)

#### RECITALS

**WHEREAS**, the City of Bakersfield possesses five (5) desktop computers which has been declared surplus; and

**WHEREAS**, Mercy House, a nonprofit organization, desires to purchase the surplus computers at a cost of one dollar (\$1.00); and

**WHEREAS**, in accordance with Bakersfield Municipal Code section 3.20.120(F) the City Council must confirm and approve the sale of any surplus equipment to a nonprofit organization;

**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 City Council authorizes the Finance Director to sell five desktop computers to Mercy House for one dollar (\$1.00).

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by the Co		oregoing Resolution was passed and adopted cersfield at a regular meeting thereof held or vote:
AYES: NOES: ABSTAIN: ABSENT:	COUNCILMEMBER	Onzales, Weir, Smith, freeman, Sullivan, Parlier
		CITY CLERK and Ex Officio Clerk of the Council of the City of Bakersfield
APPROVE	D	
	REN GOH yor	
	D AS TO FORM: <b>GENNARO</b> ney	
	HUA H RUDNICK buty City Attorney	



#### **ADMINISTRATIVE REPORT**

**MEETING DATE**: 12/16/2020 Consent – Resolutions e.

TO: Honorable Mayor and City Council

FROM: Randy McKeegan, Finance Director

**DATE:** 12/1/2020

WARD: Ward 2

**SUBJECT:** Resolution declaring seven pieces of real property located within the

Centennial Corridor project area Exempt Surplus as per Government

Code Section 54221 (f)(1)(B)(i)

#### STAFF RECOMMENDATION:

Staff recommends adoption of the resolution.

#### **BACKGROUND:**

As part of the Thomas Road Improvement Program, the City of Bakersfield acquired a total of 422 full parcels and partial portions of properties to construct the Centennial Corridor Project. The Centennial Corridor will connect the existing State Route 58 at South Real Road and State Route 99 to the Westside Parkway north of Truxtun Avenue.

Construction of the project is underway, with portions of the main sound wall and some segments of the new local roads complete. The completion of these improvements has created seven small, enclosed remnant parcels of land. Each parcel is under 500 square feet in size and is landlocked between the Centennial Corridor sound wall and the adjacent property owner. Due to the size and location of these remnants it is impossible for the City to maintain these parcels without gaining entry through the adjacent owners' property. Therefore, it is in the best interest of the City to declare the seven parcels "exempt surplus land" as soon as possible and begin the process of negotiating the sale of the remnants to the adjacent owners per State requirements. Pursuant to Government Code Section 54221(b)(1) the Property must be declared "exempt surplus land" prior to entering into a purchase agreement with a potential purchaser.

Pursuant to Government Code Section 54221(f)(1)(B)(i) the Property is "exempt surplus land" because the land is less than 5,000 square feet in area. Therefore, Staff recommends the adoption of the resolution declaring the property "exempt surplus land" to allow staff to negotiate the sale of the Properties to the adjoining property owners.

#### ATTACHMENTS:

Description Type

resolution
Resolution

<b>RESOLUTION</b>	NO
KESOLUTION	NO.

# A RESOLUTION DECLARING REAL PROPERTY EXEMPT SURPLUS LAND AND SURPLUS TO THE NEEDS OF THE CITY AND AUTHORIZING THE FINANCE DIRECTOR TO NEGOTIATE ITS SALE

**WHEREAS**, the City purchased fee simple interest in the seven properties located at 4200 Hillsborough Drive (APN 020-482-11), 4204 Hillsborough Drive (APN 020-482-12), 4208 Hillsborough Drive (APN 020-482-13), 4212 Hillsborough Dive (APN 020-482-14), 4216 Hillsborough (APN 020-482-15), 4300 Hillsborough Drive (APN 020-482-16), and 4304 Hillsborough Drive (APN 020-482-17) as part of the Centennial Corridor project; and

**WHEREAS**, the City has completed the Soundwall improvements on each of these parcels which has created seven remnant parcels ("Properties") more particularly described in the attached Exhibit "A" and depicted in the attached Exhibit "B"; and

WHEREAS, City desires to sell each of the remnant Properties; and

**WHEREAS**, the Bakersfield Planning Department found the sale of the properties to be consistent with the Metropolitan Bakersfield 2010 General Plan pursuant to Government Code Section 65402; and

**WHEREAS**, pursuant to Government Code Section 54221(f)(1)(B)(i), the Properties are exempt surplus land as each individual remnant parcel is less than 5,000 square feet in area; and

**WHEREAS**, Bakersfield Municipal Code 3.20.125 authorizes the negotiated sale of City property deemed to be "surplus".

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

- 1. The foregoing findings and recitals are true, correct, and incorporated herein.
- 2. Pursuant to Government Code Section 54221(f)(1)(B)(i), the Properties are "Exempt Surplus" land.

Finance I	Director is authorize	d to negotiate its sale.
	, by the Council of	FY that the foregoing Resolution was passed and the City of Bakersfield at a regular meeting thereof by the following vote:
AYES: NOES: ABSTAIN: ABSENT:	COUNCILMEMBER: COUNCILMEMBER:	RIAS, GONZALES, WEIR, SMITH, FREEMAN, GRAY, PARLIER
		JULIE DRIMAKIS, CMC CITY CLERK and EX OFFICIO CLERK of the Council of the City of Bakersfield
APPROVE	ED:	
KA	<b>REN GOH</b> ayor of the City of B	
_	ED AS TO FORM: A <b>GENNARO</b> rney	
	SHUA RUDNICK puty City Attorney	- II
Attachm	ents: Exhibit "A" – I Exhibit "B" – p	
S:\RealPrope	rty\Surplus\Procedure\Resol	ution\Centennial Surplus Reso Final.doc

3. The Properties are hereby declared surplus to the City's needs, and the

#### **EXHIBIT "A"**

## APN 020-482-11 and 12

THAT CERTAIN REAL PROPERTY BEING A PORTION OF LOT 11 AND LOT 12, AS THE SAME ARE SHOWN ON THE MAP OF TRACT NO. 3486, IN CITY OF BAKERSFIELD, COUNTY OF KERN, STATE OF CALIFORNIA, RECORDED IN BOOK 20 OF MAPS AT PAGE 135, OFFICE OF THE RECORDER OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE NORTHWEST CORNER OF LOT 12, OF TRACT NO. 3334 (BOOK 18 OF MAPS, PAGE 135, OFFICE OF THE RECORDER OF SAID COUNTY) SAID POINT LYING ON THE EASTERLY LINE OF SAID LOT 12, TRACT NO. 3486;

THENCE, ALONG SAID EASTERLY LINE, SOUTH 19°42'46" EAST 66.78 FEET TO THE SOUTHWEST CORNER OF SAID LOT 12, TRACT NO. 3334;

THENCE, ALONG THE SOUTHWESTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID LOT 12, TRACT NO. 3334, SOUTH 79°45'34" WEST 5.00 FEET;

THENCE, NORTH 19°42'36" WEST 65.95 FEET;

THENCE, ALONG THE WESTERLY PROLONGATION OF THE NORTHERLY LINE OF SAID LOT 12, TRACT NO. 3334, NORTH 70°19'58" EAST 5.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 332 SQUARE FEET, MORE OR LESS.

Reserving unto Grantor and its' successors and assigns an easement for sound wall foundation and maintenance purposes. There shall be no abutter's rights, including rights of access, appurtenant to the above described real property in and to the adjacent State freeway.

BEARINGS AND DISTANCES ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 5 (2004.00). THE DISTANCES SHOWN HEREIN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY DIVIDING GRID DISTANCES BY THE COMBINATION FACTOR OF 0.99996406.

SEE PLAT ATTACHED HERETO AS EXHIBIT "A2" AND BY THIS REFERENCE MADE PART HEREOF.

PREPARED UNDER MY SUPERVISION:

LINWOOD A. CARLETON, JR., P.L.S.

P.L.S. 6594, EXP. 12-31-21

10/14/2020

DATE

### APN 020-482-12 and 13

THAT CERTAIN REAL PROPERTY BEING A PORTION OF LOT 12 AND LOT 13, AS THE SAME IS SHOWN ON THE MAP OF TRACT NO. 3486, IN CITY OF BAKERSFIELD, COUNTY OF KERN, STATE OF CALIFORNIA, RECORDED IN BOOK 20 OF MAPS AT PAGE 135, OFFICE OF THE RECORDER OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE NORTHWEST CORNER OF LOT 13, OF TRACT NO. 3334 (BOOK 18 OF MAPS, PAGE 135, OFFICE OF THE RECORDER OF SAID COUNTY) SAID POINT LYING ON THE EASTERLY LINE OF SAID LOT 13, TRACT NO. 3486;

THENCE, ALONG SAID EASTERLY LINE, SOUTH 19°42'46" EAST 80.09 FEET TO THE SOUTHWEST CORNER OF SAID LOT 13, TRACT NO. 3334;

THENCE, ALONG THE SOUTHWESTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID LOT 13, TRACT NO. 3334, SOUTH 70°19'58" WEST 5.00 FEET;

THENCE, NORTH 19°42'36" WEST 80.09 FEET;

THENCE, ALONG THE WESTERLY PROLONGATION OF THE NORTHERLY LINE OF SAID LOT 13, TRACT NO. 3334, NORTH 70°17'48" EAST 5.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 400 SQUARE FEET, MORE OR LESS.

Reserving unto Grantor and its' successors and assigns an easement for sound wall foundation and maintenance purposes. There shall be no abutter's rights, including rights of access, appurtenant to the above described real property in and to the adjacent State freeway.

BEARINGS AND DISTANCES ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 5 (2004.00). THE DISTANCES SHOWN HEREIN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY DIVIDING GRID DISTANCES BY THE COMBINATION FACTOR OF 0.99996406.

SEE PLAT ATTACHED HERETO AS EXHIBIT "A2" AND BY THIS REFERENCE MADE PART HEREOF.

PREPARED UNDER MY SUPERVISION:

LINWOOD A. CARLETON, JR., P.L.S.

DATE

10/14/20

P.L.S. 6594, EXP. 12-31-21

### APN 020-482-13 and 14

THAT CERTAIN REAL PROPERTY BEING A PORTION OF LOT 13 AND LOT 14, AS THE SAME IS SHOWN ON THE MAP OF TRACT NO. 3486, IN CITY OF BAKERSFIELD, COUNTY OF KERN, STATE OF CALIFORNIA, RECORDED IN BOOK 20 OF MAPS AT PAGE 135, OFFICE OF THE RECORDER OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE NORTHWEST CORNER OF LOT 14, OF TRACT NO. 3334 (BOOK 18 OF MAPS, PAGE 135, OFFICE OF THE RECORDER OF SAID COUNTY) SAID POINT LYING ON THE EASTERLY LINE OF SAID LOT 14, TRACT NO. 3486;

THENCE, ALONG SAID EASTERLY LINE, SOUTH 19°42'46" EAST 72.08 FEET TO THE SOUTHWEST CORNER OF SAID LOT 14, TRACT NO. 3334;

THENCE, ALONG THE SOUTHWESTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID LOT 14, TRACT NO. 3334, SOUTH 70°17'48" WEST 5.00 FEET;

THENCE, NORTH 19°42'36" WEST 72.08 FEET;

THENCE, ALONG THE WESTERLY PROLONGATION OF THE NORTHERLY LINE OF SAID LOT 14, TRACT NO. 3334, NORTH 70°15'52" EAST 5.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 360 SQUARE FEET, MORE OR LESS.

Reserving unto Grantor and its' successors and assigns an easement for sound wall foundation and maintenance purposes. There shall be no abutter's rights, including rights of access, appurtenant to the above described real property in and to the adjacent State freeway.

BEARINGS AND DISTANCES ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 5 (2004.00). THE DISTANCES SHOWN HEREIN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY DIVIDING GRID DISTANCES BY THE COMBINATION FACTOR OF 0.99996406.

SEE PLAT ATTACHED HERETO AS EXHIBIT "A2" AND BY THIS REFERENCE MADE PART HEREOF.

## PREPARED UNDER MY SUPERVISION:

LINWOOD A. CARLETON, JR., P.L.S. DATE

P.L.S. 6594, EXP. 12-31-21



### APN 020-482-14 and 15

THAT CERTAIN REAL PROPERTY BEING A PORTION OF LOT 14 AND LOT 15, AS THE SAME IS SHOWN ON THE MAP OF TRACT NO. 3486, IN CITY OF BAKERSFIELD, COUNTY OF KERN, STATE OF CALIFORNIA, RECORDED IN BOOK 20 OF MAPS AT PAGE 135, OFFICE OF THE RECORDER OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE NORTHWEST CORNER OF LOT 15, OF TRACT NO. 3334 (BOOK 18 OF MAPS, PAGE 135, OFFICE OF THE RECORDER OF SAID COUNTY) SAID POINT LYING ON THE EASTERLY LINE OF SAID LOT 15, TRACT NO. 3486;

THENCE, ALONG SAID EASTERLY LINE, SOUTH 19°42'46" EAST 80.09 FEET TO THE SOUTHWEST CORNER OF SAID LOT 15, TRACT NO. 3334;

THENCE, ALONG THE SOUTHWESTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID LOT 15, TRACT NO. 3334, SOUTH 70°15'52" WEST 5.00 FEET;

THENCE, NORTH 19°42'36" WEST 80.09 FEET;

THENCE, ALONG THE WESTERLY PROLONGATION OF THE NORTHERLY LINE OF SAID LOT 15, TRACT NO. 3334, NORTH 70°13'43" EAST 5.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 400 SQUARE FEET, MORE OR LESS.

Reserving unto Grantor and its' successors and assigns an easement for sound wall foundation and maintenance purposes. There shall be no abutter's rights, including rights of access, appurtenant to the above described real property in and to the adjacent State freeway.

BEARINGS AND DISTANCES ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 5 (2004.00). THE DISTANCES SHOWN HEREIN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY DIVIDING GRID DISTANCES BY THE COMBINATION FACTOR OF 0.99996406.

SEE PLAT ATTACHED HERETO AS EXHIBIT "A2" AND BY THIS REFERENCE MADE PART HEREOF.

## PREPARED UNDER MY SUPERVISION:

LINWOOD A. CARLETON, JR., P.L.S. DATE

P.L.S. 6594, EXP. 12-31-21



### APN 020-482-15 and 16

THAT CERTAIN REAL PROPERTY BEING A PORTION OF LOT 15 AND LOT 16, AS THE SAME IS SHOWN ON THE MAP OF TRACT NO. 3486, IN CITY OF BAKERSFIELD, COUNTY OF KERN, STATE OF CALIFORNIA, RECORDED IN BOOK 20 OF MAPS AT PAGE 135, OFFICE OF THE RECORDER OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE NORTHWEST CORNER OF LOT 16, OF TRACT NO. 3334 (BOOK 18 OF MAPS, PAGE 135, OFFICE OF THE RECORDER OF SAID COUNTY) SAID POINT LYING ON THE EASTERLY LINE OF SAID LOT 16, TRACT NO. 3486;

THENCE, ALONG SAID EASTERLY LINE, SOUTH 19°42'36" EAST 108.18 FEET TO THE SOUTHWEST CORNER OF SAID LOT 16, TRACT NO. 3334;

THENCE, ALONG THE SOUTHWESTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID LOT 16, TRACT NO. 3334, SOUTH 70°13'43" WEST 5.00 FEET;

THENCE, NORTH 19°42'36" WEST 115.24 FEET;

THENCE, SOUTH 71°00'59" EAST 8.32 FEET TO THE WESTERLY LINE OF LOT 17, TRACT NO. 3334;

THENCE, ALONG THE WESTERLY LINE OF SAID LOT 17, TRACT NO. 3334, SOUTH 18°59'46" WEST 2.38 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 569 SQUARE FEET, MORE OR LESS.

Reserving unto Grantor and its' successors and assigns an easement for sound wall foundation and maintenance purposes. There shall be no abutter's rights, including rights of access, appurtenant to the above described real property in and to the adjacent State freeway.

BEARINGS AND DISTANCES ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 5 (2004.00). THE DISTANCES SHOWN HEREIN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY DIVIDING GRID DISTANCES BY THE COMBINATION FACTOR OF 0.99996406.

SEE PLAT ATTACHED HERETO AS EXHIBIT "A2" AND BY THIS REFERENCE MADE PART HEREOF.

## PREPARED UNDER MY SUPERVISION:

10/14/2020

DATE

P.L.S. 6594, EXP. 12-31-21

LINWOOD A. CARLETON, JR., P.L.S.

### APN 020-482-16

THAT CERTAIN REAL PROPERTY BEING A PORTION OF LOT 16, AS THE SAME IS SHOWN ON THE MAP OF TRACT NO. 3486, IN CITY OF BAKERSFIELD, COUNTY OF KERN, STATE OF CALIFORNIA, RECORDED IN BOOK 20 OF MAPS AT PAGE 135, OFFICE OF THE RECORDER OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE SOUTHWEST CORNER OF LOT 30, OF SAID TRACT NO. 3486, SAID POINT LYING ON THE NORTHERLY LINE OF SAID LOT 16, TRACT 3486;

THENCE, ALONG SAID NORTHERLY LINE, SOUTH 71°00'49" EAST 74.01 FEET TO THE SOUTHEAST CORNER OF SAID LOT 30:

THENCE, ALONG THE NORTHEASTERLY LINE OF SAID LOT 16, SOUTH 18°59'46" WEST 7.38 FEET;

THENCE, SOUTH 85°33'12" WEST 5.18 FEET;

THENCE, NORTH 19°42'36" WEST 5.69 FEET;

THENCE, NORTH 71°00'49" WEST 65.69 FEET;

THENCE, ALONG THE SOUTHERLY PROLONGATION OF THE WESTERLY LINE OF SAID LOT 30, NORTH 18°59'42" EAST 5.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 394 SQUARE FEET, MORE OR LESS.

Reserving unto Grantor and its' successors and assigns an easement for sound wall foundation and maintenance purposes. There shall be no abutter's rights, including rights of access, appurtenant to the above described real property in and to the adjacent State freeway.

BEARINGS AND DISTANCES ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 5 (2004.00). THE DISTANCES SHOWN HEREIN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY DIVIDING GRID DISTANCES BY THE COMBINATION FACTOR OF 0.99996406.

SEE PLAT ATTACHED HERETO AS EXHIBIT "A2" AND BY THIS REFERENCE MADE PART HEREOF.

## PREPARED UNDER MY SUPERVISION:

10/14/2020 DATE

LINWOOD A. CARLETON, JR., P.L.S. DAT

P.L.S. 6594, EXP. 12-31-21



### APN 020-482-16

THAT CERTAIN REAL PROPERTY BEING A PORTION OF LOT 16, AS THE SAME IS SHOWN ON THE MAP OF TRACT NO. 3486, IN CITY OF BAKERSFIELD, COUNTY OF KERN, STATE OF CALIFORNIA, RECORDED IN BOOK 20 OF MAPS AT PAGE 135, OFFICE OF THE RECORDER OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE SOUTHWEST CORNER OF LOT 30, OF SAID TRACT NO. 3486, SAID POINT LYING ON THE NORTHERLY LINE OF SAID LOT 16, TRACT 3486;

THENCE, ALONG SAID NORTHERLY LINE, SOUTH 71°00'49" EAST 74.01 FEET TO THE SOUTHEAST CORNER OF SAID LOT 30:

THENCE, ALONG THE NORTHEASTERLY LINE OF SAID LOT 16, SOUTH 18°59'46" WEST 7.38 FEET;

THENCE, SOUTH 85°33'12" WEST 5.18 FEET;

THENCE, NORTH 19°42'36" WEST 5.69 FEET;

THENCE, NORTH 71°00'49" WEST 65.69 FEET;

THENCE, ALONG THE SOUTHERLY PROLONGATION OF THE WESTERLY LINE OF SAID LOT 30, NORTH 18°59'42" EAST 5.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 394 SQUARE FEET, MORE OR LESS.

Reserving unto Grantor and its' successors and assigns an easement for sound wall foundation and maintenance purposes. There shall be no abutter's rights, including rights of access, appurtenant to the above described real property in and to the adjacent State freeway.

BEARINGS AND DISTANCES ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 5 (2004.00). THE DISTANCES SHOWN HEREIN ARE GRID DISTANCES. GROUND DISTANCES MAY BE OBTAINED BY DIVIDING GRID DISTANCES BY THE COMBINATION FACTOR OF 0.99996406.

SEE PLAT ATTACHED HERETO AS EXHIBIT "A2" AND BY THIS REFERENCE MADE PART HEREOF.

## PREPARED UNDER MY SUPERVISION:

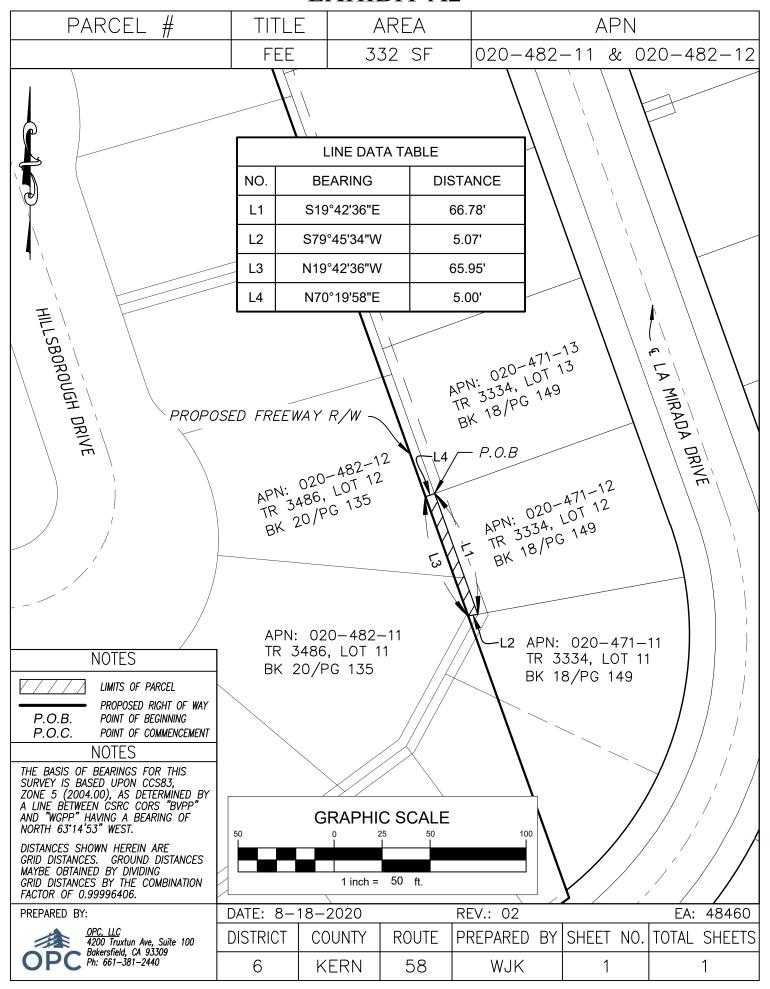
10/14/2020 DATE

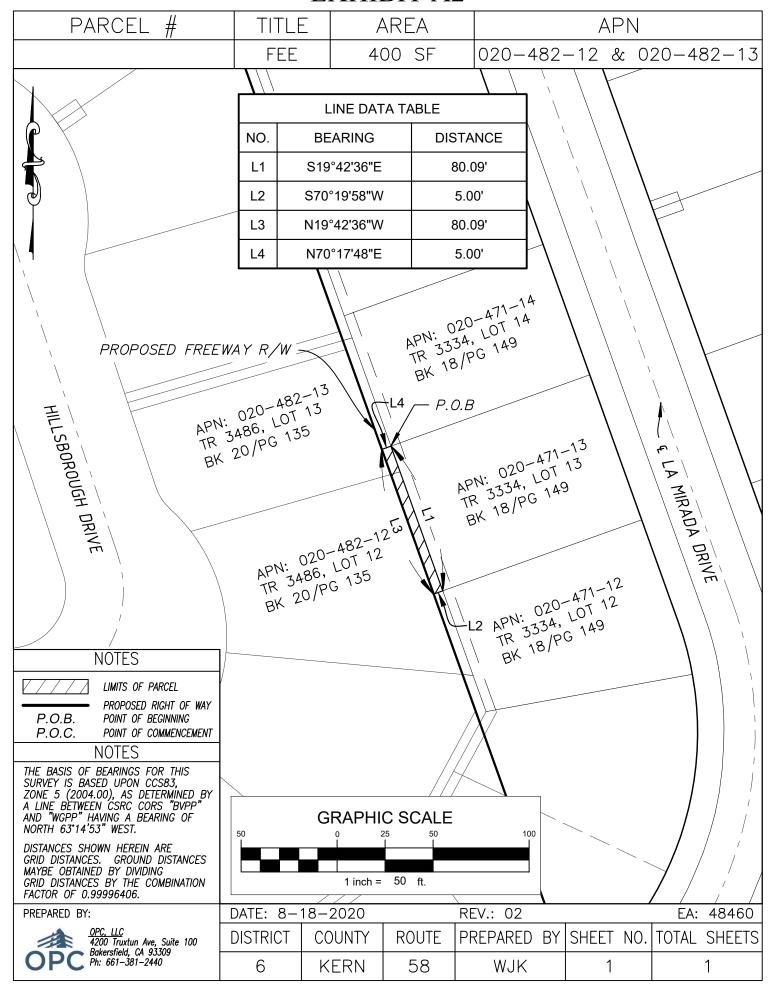
LINWOOD A. CARLETON, JR., P.L.S. DAT

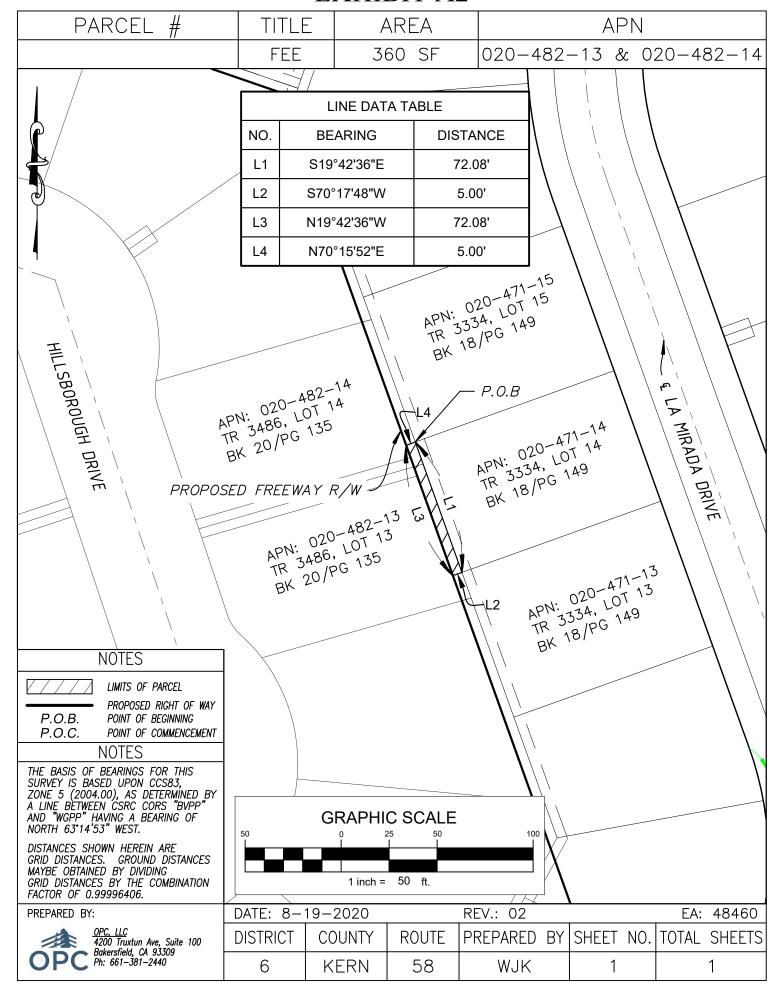
P.L.S. 6594, EXP. 12-31-21

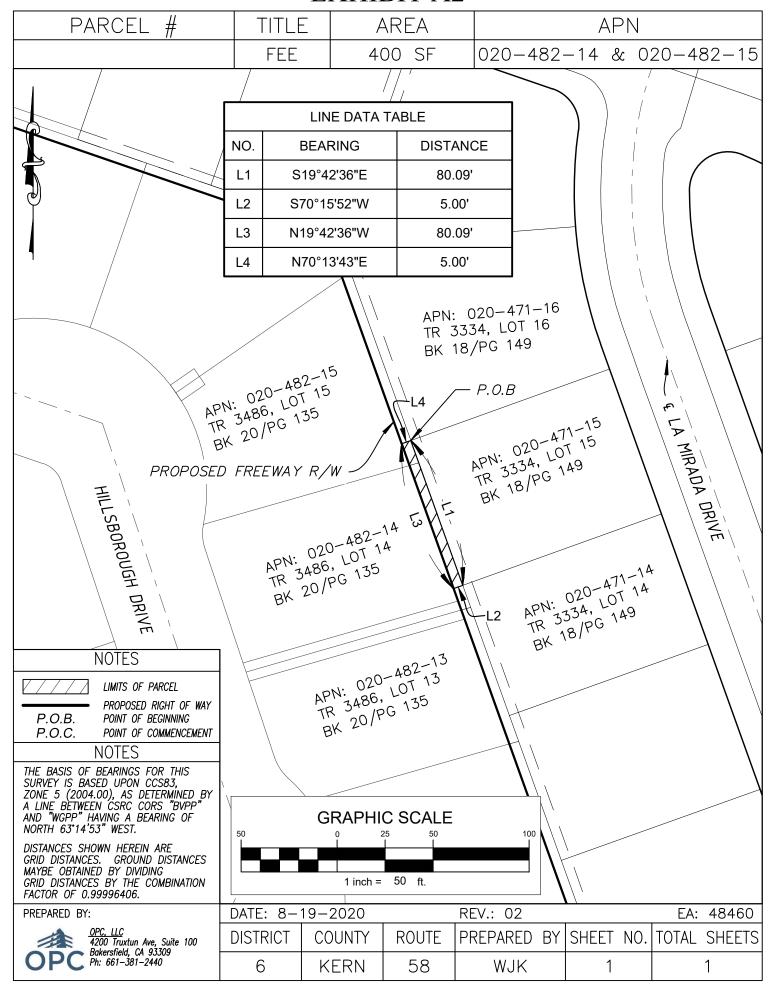


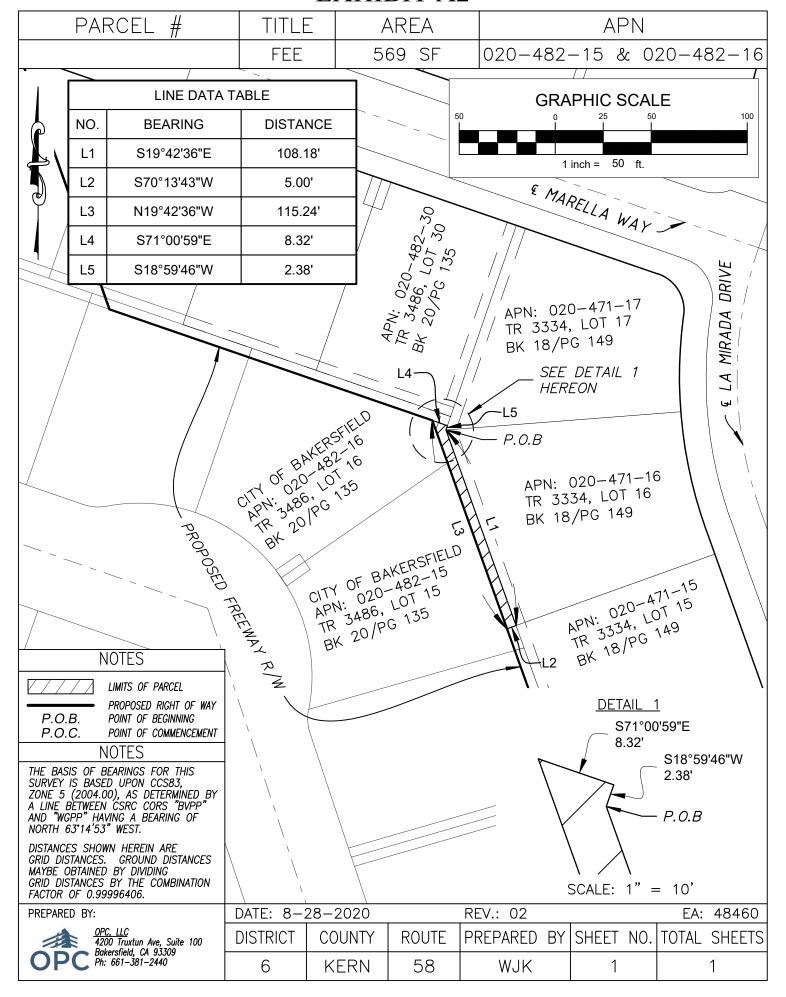
## **EXHIBIT "B"**

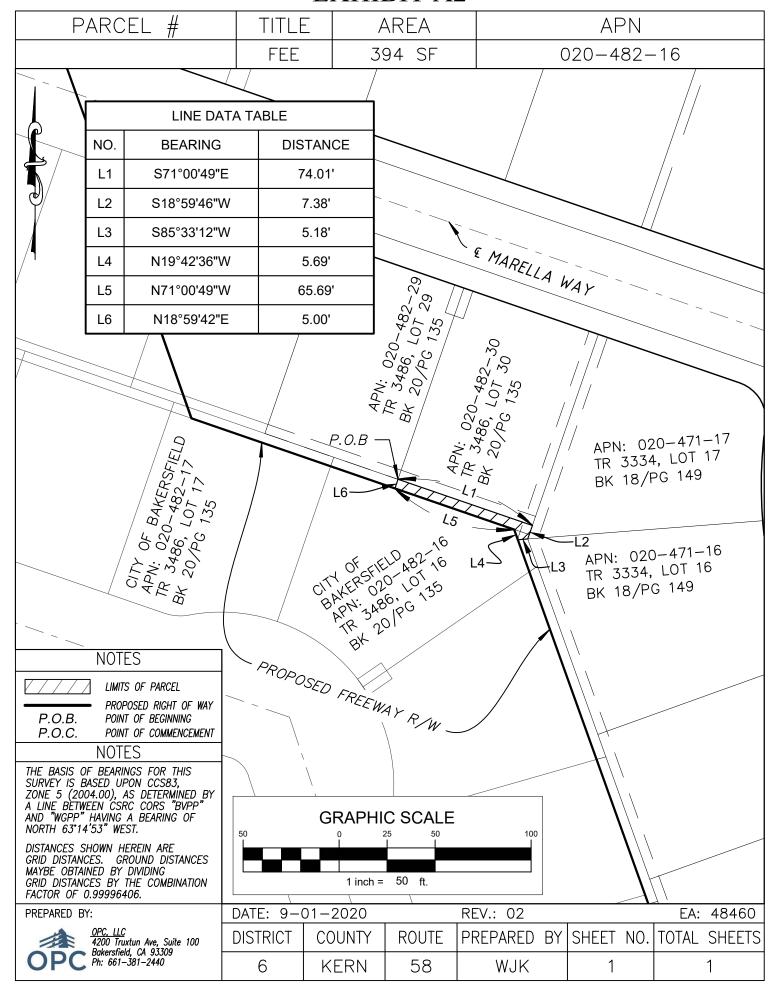


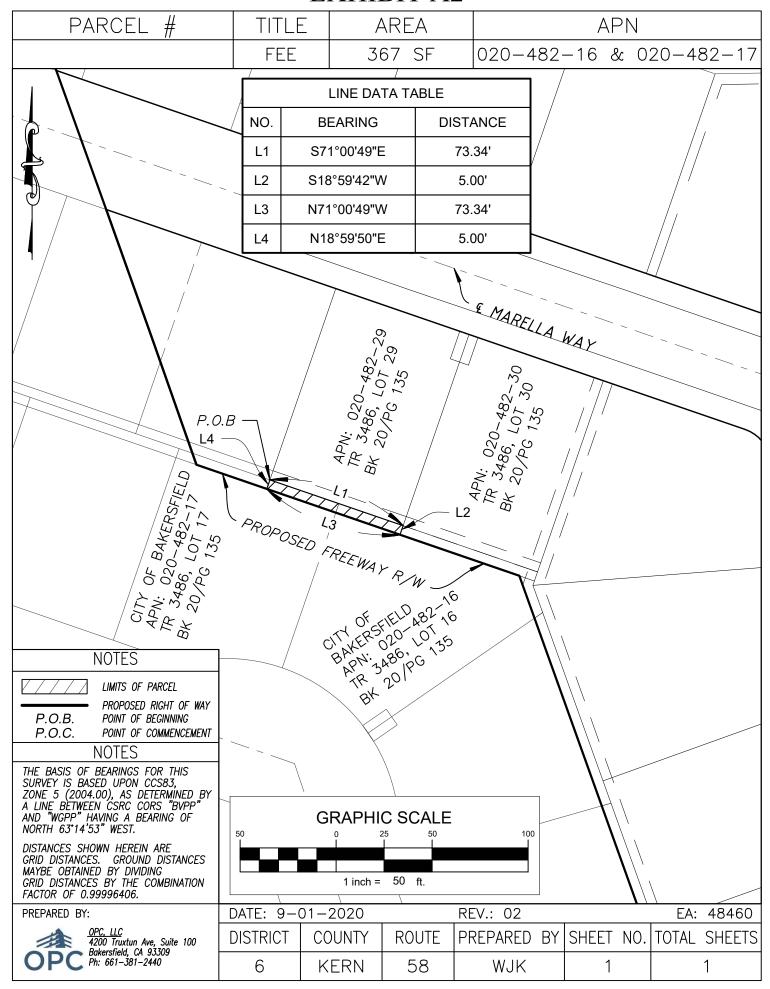














## **ADMINISTRATIVE REPORT**

**MEETING DATE**: 12/16/2020 Consent – Resolutions f.

TO: Honorable Mayor and City Council

**FROM:** Dianne Hoover, Director of Recreation and Parks

**DATE:** 11/30/2020

WARD:

**SUBJECT:** Resolution authorizing the Recreation and Parks Director to apply for the

State Department of Parks and Recreation Per Capita Grant Program.

### STAFF RECOMMENDATION:

Staff recommends adoption of the resolution.

#### **BACKGROUND:**

The California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 (Proposition 68), was approved by voters in June 2018. The intent of Prop 68 grants is creating parks, enhancing river parkways, and protecting coastal forests and wetlands. On June 24, 2020, the California Department of Parks and Recreation's Office of Grants and Local Services (OGALS) announced the allocations for the Per Capita Grant program. The City of Bakersfield was awarded an allocation of \$177,952.00.

Per the grant guidelines, funds are available for local rehabilitation, creation, and improvement. It is highly encouraged for recipients to utilize awards to rehabilitate existing infrastructure and to address deficiencies in neighborhoods lacking access to the outdoors. The Recreation and Parks Department is currently evaluating different projects to complete with these funds per grant criterion.

Approval of a resolution is required as part of the grant application process no later than December 31, 2020. Staff is recommending City Council approval of the Resolution to authorize submission of the necessary application and documents for this project. Staff will bring additional items back to City Council for review and approval as project is identified and awarded. The project must be completed by March 31, 2024.

#### ATTACHMENTS:

Description Type

Resolution Resolution

Grant Award Backup Material

<b>RESOLUTION</b>	NO.	

## A RESOLUTION OF THE COUNCIL OF THE CITY OF BAKERSFIELD IN APPROVING THE APPLICATION FOR PER CAPITA GRANT FUNDS.

**WHEREAS**, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Per Capita Grant Program, setting up necessary procedures governing application(s); and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the grantee's Governing Body to certify by resolution the approval of project application(s) before submission of said applications to the State; and

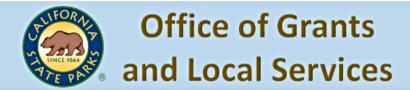
**WHEREAS**, the grantee will enter into a contract(s) with the State of California to complete project(s);

**NOW THEREFORE**, be it resolved by the City Council of the City of Bakersfield as follows:

- 1. Approves the filing of project application(s) for Per Capita program grant project(s); and
- 2. The above recitals are true and correct and are incorporated herein by reference; and
- 3. Certifies that said grantee has or will have available, prior to commencement of project work utilizing Per Capita funding, sufficient funds to complete the project(s); and
- 4. Certifies that the grantee has or will have sufficient funds to operate and maintain the project(s), and
- 5. Certifies that all projects proposed will be consistent with the park and recreation element of the City of Bakersfield general or recreation plan (PRC §80063(a)), and
- 6. Certifies that these funds will be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)), and

- 7. Certifies that it will comply with the provisions of §1771.5 of the State Labor Code, and
- 8. (PRC §80001(b)(8)(A-G)) To the extent practicable, as identified in the "Presidential Memorandum--Promoting Diversity and Inclusion in Our National Parks, National Forests, and Other Public Lands and Waters," dated January 12, 2017, the City of Bakersfield will consider a range of actions that include, but are not limited to, the following:
  - (A) Conducting active outreach to diverse populations, particularly minority, low-income, and disabled populations and tribal communities, to increase awareness within those communities and the public generally about specific programs and opportunities.
  - (B) Mentoring new environmental, outdoor recreation, and conservation leaders to increase diverse representation across these areas.
  - (C) Creating new partnerships with state, local, tribal, private, and nonprofit organizations to expand access for diverse populations.
  - (D) Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, and disabled populations and tribal communities.
  - (E) Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.
  - (F) Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas, and programs.
  - (G) Identifying possible staff liaisons to diverse populations.
- 9. Agrees that to the extent practicable, the project(s) will provide workforce education and training, contractor and job opportunities for disadvantaged communities (PRC §80001(b) (5)).
- 10. Certifies that the grantee shall not reduce the amount of funding otherwise available to be spent on parks or other projects eligible for funds under this division in its jurisdiction. A one-time allocation of other funding that has been expended for parks or other projects, but which is not available on an ongoing basis, shall not be considered when calculating a recipient's annual expenditures. (PRC §80062(d)).
- Certifies that the grantee has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Procedural Guide; and

12.	to conduct all negotiations, not limited to applications	ne Recreation and Parks Director, or designee sign and submit all documents, including, but agreements, amendments, and payment essary for the completion of the grant scope(s);
13.	Agrees to comply with all ordinances, rules, regulations	applicable federal, state and local laws, and guidelines.
		-000O000
by th		egoing Resolution was passed and adopted rsfield at a regular meeting thereof held on he following vote:
	NOES: COUNCILMEMBE	R arias, gonzales, weir, smith, freeman, gray, parlier R
		JULIE DRIMAKIS City Clerk of the Council of the City of Bakersfield
APPI	ROVED:	
Ву	KAREN GOH, Mayor City of Bakersfield	
VIRG	ROVED AS TO FORM: GINIA GENNARO Attorney	
Ву	CHRISTINA J. OLESON Deputy City Attorney I	



#### PER CAPITA ALLOCATIONS ANNOUNCED

The California Department of Parks and Recreation's Office of Grants and Local Services (OGALS) is announcing the allocations for the Per Capita program, funded through the Parks and Water Bond Act of 2018 (Proposition 68).

### The allocation for City of Bakersfield is \$177,952.00.

Forty percent (40%) of the General Per Capita funds are allocated to counties, regional park districts, regional park and open space districts, and regional open space districts.

Total available (40% of \$185,000,000)

(Minimum of \$400,000 for populations below 247,577)

The revised timeline for the Per Capita program will be as follows:

- Grant Performance Period: July 1, 2018 June 30, 2024
- Resolution: Grantee submits to OGALS no later than December 31, 2020
- Application Packet(s): Grantee submits to OGALS no later than June 30, 2021
- Project Completion Packet: Grantee completes project and submits completion documents to OGALS no later than March 31, 2024.

These figures and dates are contingent upon the Legislature approving the Governor's May Revised Budget, which proposes to extend the project liquidation of the Per Capita program to June 30, 2024.

OGALS will be holding on-line application workshops, which all agencies are required to attend. Eligible agencies will receive further information about the workshops in a future notice.

Funds are available for local park rehabilitation, creation, and improvement. Grant recipients are encouraged to utilize awards to rehabilitate existing infrastructure and to address deficiencies in neighborhoods lacking access to the outdoors.

Information on the program is available on the <u>Per Capita Website</u>, and the <u>Procedural Guide</u> provides details on how to submit an application.





## **ADMINISTRATIVE REPORT**

**MEETING DATE**: 12/16/2020 Consent – Resolutions g.

TO: Honorable Mayor and City Council

FROM: Randy McKeegan, Finance Director

**DATE:** 12/4/2020

WARD:

**SUBJECT:** Resolution determining that a Bobcat track loader cannot be reasonably

obtained through the usual bidding procedures and authorizing the Finance Director to dispense with bidding thereof, not to exceed

\$68,000.

#### STAFF RECOMMENDATION:

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

### **BACKGROUND:**

This purchase of a Bobcat track loader will be an additional unit for the Water Resources Department. The equipment will be used for cleaning storm water drainage basins as well as removing sediment in concrete lined City owned canals.

The City municipal code allows the City to dispense with bidding when we are able to obtain discount pricing from a local vendor whose company has developed said pricing though a competitive bidding process with another government agency.

Berchtold Equipment Company in Bakersfield has entered into a competitive procurement contract with Sourcewell to offer discount pricing for Bobcat equipment. Staff recommends adoption of the Resolution to dispense with bidding for the purchase of a Bobcat track loader from Berchtold Equipment Company, Bakersfield, not to exceed \$68,000 for the Water Resources Department.

Funds are budgeted in the Equipment Management Fund for this purchase.

## ATTACHMENTS:

Description Type
Resolution Resolution

RESOLUTION NO.
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A RESOLUTION OF THE BAKERSFIELD CITY COUNCIL DISPENSING WITH FORMAL BIDDING PROCEDURES IN THE PURCHASE OF A BOBCAT TRACK LOADER FROM BERCHTOLD EQUIPMENT AND AUTHORIZING THE USE OF COOPERATIVE PROCUREMENT CONTRACTS FOR THE PURCHASE OF A BOBCAT, NOT TO EXCEED \$68,000.

**WHEREAS**, the City may enter into cooperative procurement contracts for work, supplies, equipment or materials without competitive bidding pursuant to Bakersfield Municipal Code Section 3.20.060(D)(7); and

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

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

WHEREAS, Bakersfield Municipal Code Section 3.20.060(D)(7) allows the City to dispense with bidding procedures when it is determined that work, supplies, equipment or materials are available from a local vendor that has successfully obtained a contract that was competitively awarded by another governmental agency within the last 36 months as a participant in a cooperative procurement contract, and that it is in the best interests of the city, and to the city's economic advantage to purchase such work, supplies, equipment or materials from that vendor at the lowest possible cost for the quality needed; and

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

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

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

- 2. The Council finds that work, supplies, equipment or materials are available from a local vendor that has successfully obtained a contract that was competitively awarded by another governmental agency within the last 36 months as a participant in a cooperative procurement contract, and that it is in the best interests of the city, and to the city's economic advantage to purchase such work, supplies, equipment or materials from that vendor at the lowest possible cost for the quality needed.
- 3. The Finance Director or his designee is authorized to dispense with bidding in accordance with section 3.20.060(D)(7) of the Bakersfield Municipal Code and to negotiate the purchase of same, not to exceed \$68,000.
- 4. That in the event certain work, supplies, equipment or materials needed by the City are available through more than one of these cooperative procurement contracts and within the timeframe required by the City, the Finance Director or his designee shall purchase such work, supplies, equipment or materials from the vendor offering the lowest price.
- 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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	ne Cour		oregoing Resolution was passed and adopted ersfield at a regular meeting thereof held on ne following vote:
	YES: NOES: ABSTAIN: ABSENT:	COUNCIL MEMBER RIVERA, GC COUNCIL MEMBER COUNCIL MEMBER COUNCIL MEMBER	NZALES, WEIR, SMITH, FREEMAN, SULLIVAN, PARLIER
			CITY CLERK and Ex Officio Clerk of the Council of the City of Bakersfield
APPR	OVED_		
Ву		<b>GOH</b> Mayor	
VIRG	ROVED A I <b>NIA GE</b> Attorney	_	
Ву	JOSHU	<b>A H. RUDNICK</b> y City Attorney	



## **ADMINISTRATIVE REPORT**

**MEETING DATE**: 12/16/2020 Consent – Resolutions h.

**TO:** Honorable Mayor and City Council

FROM: Randy McKeegan, Finance Director

**DATE:** 12/4/2020

WARD:

**SUBJECT:** Resolution determining that a John Deere® wheel loader can most

efficiently be obtained through cooperative procurement bidding procedures from Coastline Equipment Company and authorizing the Finance Director to dispense with bidding thereof, not to exceed

\$196,000.

#### STAFF RECOMMENDATION:

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

#### **BACKGROUND:**

This purchase of a John Deere® wheel loader for the Wastewater Division will replace a unit that is 22 years that meets the criteria for replacement as determined by the Fleet Services Division.

The City municipal code allows the City to dispense with bidding when we are able to obtain discount pricing from a local vendor whose company has developed said pricing through a competitive bidding process with another government agency.

Coastline Equipment Company in Bakersfield, has entered into a competitive procurement contract with Sourcewell to offer discount pricing for John Deere® equipment. Staff recommends adoption of the resolution to dispense with bidding for the purchase of a John Deere® 624P wheel loader, not to exceed \$196,000 for the Wastewater Division.

Funds are budgeted in the Equipment Management Fund for this replacement wheel loader.

#### ATTACHMENTS:

Description Type

n Resolution Resolution

RESOLUTION NO.	

A RESOLUTION OF THE BAKERSFIELD CITY COUNCIL DISPENSING WITH FORMAL BIDDING PROCEDURES IN THE PURCHASE OF A JOHN DEERE WHEEL LOADER AND AUTHORIZING THE USE OF COOPERATIVE PROCUREMENT CONTRACTS FOR THE PURCHASE OF A WHEEL LOADER, NOT TO EXCEED \$196,000.

**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)(7); 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)(7) allows the City to dispense with bidding procedures when it is determined that work, supplies, equipment or materials are available from a local vendor that has successfully obtained a 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)(7) of the Bakersfield Municipal Code and to negotiate the purchase of same, not to exceed \$196,000.
- 4. The Finance Director or his designee is authorized to purchase a John Deere wheel loader at Sourcewell program pricing through Coastline Equipment, Bakersfield, and to negotiate the purchase of same, not to exceed \$196,000.
- 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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	ne Cour		oregoing Resolution was passed and adopted ersfield at a regular meeting thereof held on ne following vote:
	YES: NOES: ABSTAIN: ABSENT:	COUNCIL MEMBER RIVERA, GC COUNCIL MEMBER COUNCIL MEMBER COUNCIL MEMBER	NZALES, WEIR, SMITH, FREEMAN, SULLIVAN, PARLIER
			CITY CLERK and Ex Officio Clerk of the Council of the City of Bakersfield
APPR	OVED_		
Ву		<b>GOH</b> Mayor	
VIRG	ROVED A I <b>NIA GE</b> Attorney	_	
Ву	JOSHU	<b>A H. RUDNICK</b> y City Attorney	



## **ADMINISTRATIVE REPORT**

**MEETING DATE:** 12/16/2020 Consent – Resolutions i.

TO: Honorable Mayor and City Council

FROM: Randy McKeegan, Finance Director

**DATE:** 12/4/2020

WARD:

**SUBJECT:** Resolution determining that a Genie® aerial work platform can most

efficiently be obtained through cooperative procurement bidding procedures from Grainger and authorizing the Finance Director to

dispense with bidding thereof, not to exceed \$61,000.

#### STAFF RECOMMENDATION:

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

### **BACKGROUND:**

This Genie® aerial work platform will be additional equipment for the Wastewater Division. The division has previously been renting this equipment for their operations. It is an articulating boom that is used to perform routine and emergency maintenance on facilities at Plant 3.

The City municipal code allows the City to dispense with bidding when we are able to obtain discount pricing from a local vendor whose company has developed said pricing through a competitive bidding process with another government agency.

Grainger in Bakersfield, has entered into a competitive procurement contract (NASPO) through the State of California Department of General Services Procurement Division. Staff recommends adoption of the Resolution to dispense with bidding for the purchase of a Genie® aerial work platform, not to exceed \$61,000 for the Wastewater Division.

Funds are budgeted in the Equipment Management Fund for this equipment.

#### ATTACHMENTS:

Description Type

n Resolution Resolution

RESOLUTION NO.	

A RESOLUTION OF THE BAKERSFIELD CITY COUNCIL DISPENSING WITH FORMAL BIDDING PROCEDURES IN THE PURCHASE OF A GENIE AERIAL WORK PLATFORM AND AUTHORIZING THE USE OF COOPERATIVE PROCUREMENT CONTRACTS FOR THE PURCHASE OF AN AERIAL WORK PLATFORM, NOT TO EXCEED \$61,000.

**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)(7); 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)(7) allows the City to dispense with bidding procedures when it is determined that work, supplies, equipment or materials are available from a local vendor that has successfully obtained a 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)(7) of the Bakersfield Municipal Code and to negotiate the purchase of same, not to exceed \$61,000.
- 4. The Finance Director or his designee is authorized to purchase a Genie aerial work platform at Sourcewell program pricing through Grainger, Bakersfield, and to negotiate the purchase of same, not to exceed \$61,000.
- 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.

--00000--

	ne Cour		oregoing Resolution was passed and adopted ersfield at a regular meeting thereof held on ne following vote:
	YES: NOES: ABSTAIN: ABSENT:	COUNCIL MEMBER RIVERA, GC COUNCIL MEMBER COUNCIL MEMBER COUNCIL MEMBER	NZALES, WEIR, SMITH, FREEMAN, SULLIVAN, PARLIER
			CITY CLERK and Ex Officio Clerk of the Council of the City of Bakersfield
APPR	OVED_		
Ву		<b>GOH</b> Mayor	
VIRG	ROVED A I <b>NIA GE</b> Attorney	_	
Ву	JOSHU	<b>A H. RUDNICK</b> y City Attorney	



# **ADMINISTRATIVE REPORT**

**MEETING DATE**: 12/16/2020 Consent – Resolutions j.

TO: Honorable Mayor and City Council

**FROM:** Nick Fidler, Public Works Director

**DATE:** 11/17/2020

WARD: Ward 2

**SUBJECT:** Sewer connection fee assessment for 732 Real Road:

- Resolution confirming assessments for sewer connection fee and authorizing the collection of assessment by the Kern County Tax Collector.
- Agreement with William Goforth, Jr. and Kimberly Goforth, 732
  Real Road, 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 732 Real Road desire 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
D	Sewer connection fee Resolution for 732 Real Road	Resolution
D	Sewer connection fee Agreement for 732 Real Road	Agreement

RES	SOL	UTI	ON	NO.	
KE:	SOL	ווט	ON	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

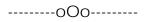
WHEREAS, the City finds that to pay the cost of the sewer connection fee in one payment would produce an economic hardship on the property owners; and

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.



by the	Council of the		ng Resolution was passed and adopted d at a regular meeting thereof held on the following vote:
AYES: NOES: ABSTAIN: ABSENT:	COUNCILMEMBER: COUNCILMEMBER:		MITH, FREEMAN, GRAY, PARLIER
CITY CI	ORIMAKIS, CMO LERK and Ex Of ncil of the City o	ficio Clerk of	
APPRC	OVED		
KAREN MAYOF	GOH R of the City of	Bakersfield	
VIRGIN	VED as to form IA GENNARO TORNEY	:	
	HUA RUDNICK outy City Attorn	ey	
Attachi	ment:	Exhibit "A"	

### EXHIBIT "A"

### Property Owners and Individual Assessment

ATN: 020-140-16-00-4 William Goforth, Jr. Kimberly Goforth 732 Real Road Bakersfield, CA 93309

Sewer Connection Fee \$4,800.00

<b>AGREEMENT</b>	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	<b>BAKERSF</b>	IELD,	а	Charter	city	and	municipal
corp	oration ("C	ITY")	herein,	, and	WILLIAM	GOF	ORI	TH JR. ANI	D KIM	<b>BERLY</b>	GOFORTH,
HUSB	AND AND \	NIFE,	AS JOI	NT TE	ENANTS ('	'PROP	'ERT	Y OWNER	?S") h	erein.	

#### 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. <u>LOCATION OF PROPERTY.</u> PROPERTY OWNERS own a single-family residence located at 732 Real Road, (ATN 020-140-16-00-4) 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.** 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. <u>EXECUTION.</u> 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.** <u>NOTICES.</u> 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:

WILLIAM GOFORTH, JR. KIMBERLY GOFORTH

3804 Tretorn Avenue

Bakersfield, California 93313

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

"CITY" CITY OF BAKERSFIELD	"PROPERTY OWNERS
By:KAREN GOH, Mayor	By: WILLIAM GOFORTH,
APPROVED AS TO CONTENT: PUBLIC WORKS DEPARTMENT	By: Kimberly J KIMBERLY & OFORTH
By:	_
APPROVED AS TO FORM: OFFICE OF THE CITY ATTORNEY	
By:	

RANDY MCKEEGAN Finance Director 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 21, 2020 before me	e, <u>Danitza Romo Narro, Notary Public</u> ,
satisfactory evidence to be the person(sinstrument and acknowledged to missyher/their authorized capacity(ies), and	Ir. Goforth who proved to me on the basis of whose name (s) (is) are subscribed to the within e that (he) she/they executed the same in hid by (his) her/their signature (s) on the instrument of which the person (s) acted, executed the
	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
DANITZA ROMO NARRO COMM. #2188941 NOTARY PUBLIC • CALIFORNIA KERN COUNTY My Comm. Exp. Mar. 30, 2021	WITNESS my hand and official seal.  Outle Company Public Seal.
Place Notary Seal Above	
•	PTIONAL
	rmation can deter alteration of the document or fraudulent rm to an unintended document.
Description of Attached Document Title or Type of Document: Agreement to Pay So	
Signer(s) Other Than Named Above:	umber of Pages:
Capacity(ies) Claimed by Signer(s)	_
Signer's Name: William Arthur Jr. Goforth  Corporate Officer – Title(s):  Partner – Limited General  Individual Attorney in Fact  Trustee Guardian or Conservator  Other:  Signer is Representing:	Signer's Name:

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 <u>November 17, 2020</u> before	me, <u>Danitza Romo Narro, Notary Public</u> ,
satisfactory evidence to be the person, instrument and acknowledged to his (he)/their authorized capacity(jes), a	Goforth who proved to me on the basis of whose name(s)(is)/are subscribed to the withing that he(she)/they executed the same in and by his/her/their signature(s) on the instrumental of which the person(s) acted, executed the
	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
DANITZA ROMO NARRO  COMM. #2188941  NOTARY PUBLIC • CALIFORNIA	WITNESS my hand and official seal.
KERN COUNTY My Comm. Exp. Mar. 30, 2021	Danitza Romo Narro, Notary Public
Place Notary Seal Above	
•	OPTIONAL
	ormation can deter alteration of the document or fraudulent orm to an unintended document.
Description of Attached Document Title or Type of Document: Agreement to Pay Document Date: Signer(s) Other Than Named Above:	Sewer Connection Fees  Number of Pages:
Capacity(ies) Claimed by Signer(s) Signer's Name: Kimberly Lou Goforth  Corporate Officer – Title(s): Partner – Limited General Individual Attorney in Fact Trustee Guardian or Conservator Other:	Signer's Name:



# **ADMINISTRATIVE REPORT**

**MEETING DATE**: 12/16/2020 Consent – Resolutions k.

TO: Honorable Mayor and City Council

**FROM:** Christi Tenter, Human Resources Director

**DATE:** 11/17/2020

WARD:

**SUBJECT:** Amendment No. 6 to Resolution No. 160-19 setting salaries and related

benefits for officers and employees of the General Supervisory, Police

Supervisory, and Management Units.

#### STAFF RECOMMENDATION:

Staff recommends approval of the amendment.

#### **BACKGROUND:**

Members of the Management and Supervisory units are not represented by an outside agency or defined as a bargaining unit. While the municipal code outlines the administration of personnel, inclusive of core salary and benefit provisions, there are additional rules and regulations further defined by an approved resolution for members.

The current amendments define established City practices of benefit administration and ensures consistent application. Additional language to this Resolution includes:

- Section 14: CalPERS requires defined language on the calculation of any "persable" pension items. Historically, incentives have been calculated on base and holiday pay for sworn police positions. The MOU with the Bakersfield Police Officer Association (BPOA) is inclusive of this language. Adding the language suffices CalPERS requirements and reflects the established practice.
- Section 17: Some premiums provided to blue and white collar employees are also afforded to supervisory staff. In the recent MOU with SEIU, an increase to standby in designated code enforcement classifications was approved for January 1, 2021. This new language replicates the change for supervisory staff carrying out identical duties.
- Section 21: Section 2.84.210 of the Bakersfield Municipal Code, provides that defined
  positions may be credited with compensatory time off. The benefit has historically had a ca
  to define the max number of compensatory hours one may accrue. Additional language
  articulates the practice and current maximum hours.

No budget amendments are required for proposed language as they are included in current staff salary projections for the FY 2020-2021 budget. Language has been added to more clearly demonstrate established practice.

#### ATTACHMENTS:

Description Type

□ Reso No 6 Resolution

AMENDMENT NO. 06 TO RESOLUTION NO. 160-19
SETTING SALARIES AND RELATED BENEFITS FOR
OFFICERS AND EMPLOYEES OF THE GENERAL
SUPERVISORY, POLICE SUPERVISORY, AND
MANAGEMENT UNITS

**WHEREAS**, Resolution No. 160-19 sets salaries and related benefits for employees of the General Supervisory, Police Supervisory, and Management Units,

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Bakersfield that effective immediately following Council action, the Salary Schedule, a part of the Resolution No. 160-19 is hereby amended as follows:

1. Resolution No. 160-19 is hereby amended by revising the salaries of the following class titles in the General Supervisory, Police Supervisory, and Management Units:

#### SECTION 14.

#### **Incentive Pay**

City shall contribute an additional five percent (5%) of employee's base salary to all Police Management and Police Supervisory employees possessing either an Intermediate or Advanced Certificate, or both, issued by the Police Officers Standards and Training Commission (P.O.S.T.).

Police Sergeants in possession of a POST Supervisory Certificate shall receive an additional five (5%) of base and holiday pay (total of 10%). Employees promoting to Police Supervisory receiving incentive pay for an advanced certificate shall continue to receive the pay for up to 24 months pending qualification for the Supervisory Certificate. Maximum incentive pay in all cases is (10%) ten percent.

City shall contribute an additional five percent (5%) of employee's base salary to Fire Management personnel holding an Associate in Arts Degree which fulfills all requirements of a Fire Science Certificate and five (5) years employment with the Bakersfield Fire Department, or two and one-half percent (2½%) of employee's base salary for those safety personnel in the Bakersfield Fire Department who have obtained a Fire Science Certificate requiring thirty (30) units and eight (8) years employment of Fire Management Certificate requiring twenty-one (21) units and eight (8) years employment with the department.

#### **SECTION 17.**

#### **Stand-By Pay**

Effective March 22, 2006, General Supervisory employees designated by management who are directed to remain on stand-by, pursuant to Section 2.84.270 of the Bakersfield Municipal Code, shall receive FORTY DOLLARS (\$40.00) per each eight (8) hours on stand-by or fraction thereof.

Effective January 1, 2021 employees in the following classifications designated by the City to be on standby shall receive \$60 per each 8 hours of standby.

- Code Enforcement Officer III
- Building Inspector III

Police Supervisory employees, when officially designated by management to remain available to return to work at any time during specific hours outside of normal working hours, shall receive forty dollars (\$40) per each four (4) hours or fraction thereof on stand-by; or sixty dollars (\$60) if the employee is on stand-by for over four (4) hours. Such pay shall be in addition to any call-back compensation. To the extent feasible, the parties agree that stand-by shall be assigned on an equitable basis to all eligible employees.

Police Supervisory employees called back shall receive a minimum of four (4) hours compensation.

#### **SECTION 21.**

#### **Compensatory Time off-Maximum Accrual**

Eligible employees, pursuant to Section 2.84.210 of the Bakersfield Municipal Code, may be credited with compensatory time off. The accumulation of compensatory time shall not exceed eighty (80) hours. Any compensatory time in excess of eighty (80) hours shall be automatically paid, if unable to schedule the time off. Employees retain the right to cash payment for any comp time on the books, subject to budgetary restraints.

Compensatory time off accrual maximum for Police Supervisory employees shall be one hundred and sixty (160) hours.



adopted, by	the Council of t	ERTIFY that the foregoing Resolution was passented he City of Bakersfield at a regular meeting thereof by the following vote:	
AYES: NOES: ABSTAIN: ABSENT:	COUNCILMEMBER: _ COUNCILMEMBER: _	ARIAS, GONZALES, WEIR, SMITH, FREEMAN, GRAY, PARLIER	- - -
		JULIE DRIMAKIS CITY CLERK and EX OFFICIO CLERK the Council of the City of Bakersfield	of
APPROVED	:		
By KAREN C	ЭОН		
APPROVED	AS TO FORM:		
_	A. GENNARO	———Citv of Bakersfield	



# **ADMINISTRATIVE REPORT**

**MEETING DATE**: 12/16/2020 Consent – Resolutions I.

TO: Honorable Mayor and City Council

**FROM:** Christi Tenter, Human Resources Director

**DATE:** 11/5/2020

WARD:

**SUBJECT:** Amendment No. 27 to Resolution No. 44-93 setting salaries and related

benefits for the Temporary Unit.

#### STAFF RECOMMENDATION:

Staff recommends approval of the amendment.

#### **BACKGROUND:**

Effective January 1, 2021, the minimum wage in California will increase from \$13.00 per hour to \$14.00 per hour. There will be an impact to several classifications within the Temporary Unit. To ensure compliance with the wage order and address compaction issues between positions within the structure hierarchy. Salaries will be adjusted as follows:

Position #	Position Title	Grade	2020 1	Step 2020 2	Step 2021 1	Step 2021 Step 2
90539	Aquatics Coordinator	972	\$16.00	\$16.50	\$17.00	\$17.50
90119	Assistant Pool Manager	954	\$14.50	\$14.75	\$15.50	\$15.75
90049	Assistant Site Manager I		\$13.35	N/A	\$14.35	N/A
90039	Assistant Site Manager	956	\$13.70	N/A	\$14.70	N/A
26228	Clerk Typist - T Step	700	\$13.58	N/A	\$14.00	N/A
13499	Laborer - Temp	840	\$13.00	N/A	\$14.00	N/A
90449	Lifeguard	905	\$13.50	\$13.75	\$14.50	\$14.75
90139	Pool Manager	958	\$15.00	\$15.24	\$16.00	\$16.25
90059	Program Coordinator I	903	\$15.00	N/A	\$16.00	N/A
90079	Program Coordinator II	965	\$15.50	N/A	\$16.50	N/A
90029	Program Leader I	945	\$13.00	N/A	\$14.00	N/A
90019	Program Leader II	951	\$13.25	N/A	\$14.25	N/A
90179	Site Manager I	902	\$14.00	N/A	\$15.00	N/A
90189	Site Manager II	962	\$14.35	N/A	\$15.35	N/A

90469 Swim Instructor I 918 \$13.75 \$14.00 \$14.75 \$15.00

The City utilizes temporary staff to support seasonal programs, special projects and intermittent vacancies. Many of these programs have been impacted and not provided during the current year due to restrictions of COVID-19. At this time, there are approximately 101 temporary potions active. The changes to minimum wage reflect an overall base wage increase of \$10,460 for active positions.

No budget amendments are required as the minimum wage increases were anticipated and included in salary changes for the respective FY 20-21 approved department budgets.

As a reminder, State minimum wage increases are scheduled, by law, to continue incrementally until the year 2022. Consequently, there will continue to be both cost and compaction impact consistently in the coming years.

#### ATTACHMENTS:

Description Type

Amendment no. 27 to Resolution No. 44-93 Resolution

RESOLUTION NO.	

#### AMENDMENT NO. 27 TO RESOLUTION NO. 44-93 SETTING SALARIES AND RELATED BENEFITS FOR THE TEMPORARY UNIT

**WHEREAS,** Resolution No 44-93 sets salaries and related benefits for employees of the Temporary Unit; and

WHEREAS, the City desires to make amendment thereof;

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Bakersfield that effective immediately following Council action, a portion of the Salary Schedule, a part of Resolution No. 44-93, is hereby amended as follows:

1. Resolution No. 44-93 is hereby amended by revising the salaries of the following class titles in the Temporary Unit:

			Step I	Step 2
90539	Α	Aquatics Coordinator	\$17.00	\$17.50
90119	Α	Asst Pool Mgr.	\$15.50	\$15.75
90049	Α	Asst Site Mgr. I	\$14.35	
90039	Α	Asst Site Mgr. II	\$14.70	
26228	Α	Clerk Typist I – Temp T-Step	\$14.00	
13499	Α	Laborer – Temp	\$14.00	
90449	Α	Lifeguard	\$14.50	\$14.75
90139	Α	Pool Manager	\$16.00	\$16.25
90059	Α	Program Coordinator I – Temp	\$16.00	
90079	Α	Program Coordinator II – Temp	\$16.50	
90029	Α	Program Leader I	\$14.00	
90019	Α	Program Leader II	\$14.25	

90179	Α	Site Manager I	\$15.00	
90189	Α	Site Manager II	\$15.35	
90469	Α	Swim Instructor I	\$14.75	\$15.00

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	uncil of the City of E	oing <u>Resolution/Ordinance</u> was passed and Bakersfield at a regular meeting thereof by the following vote:	
AYES: NOES: ABSTAIN: ABSENT:	COUNCILMEMBER	NZALES, WEIR, SMITH, FREEMAN, GRAY, PARLIER	 
		JULIE DRIMAKIS CITY CLERK and Ex Officio Cler Council of the City of Bakersfield	— k of the
APPROVED	):	-	
By KAREN Mayor	GOH	-	
APPROVED	AS TO FORM:		
	A A. GENNARO TORNEY of the City of	Bakersfield	



# **ADMINISTRATIVE REPORT**

**MEETING DATE**: 12/16/2020 Consent – Resolutions m.

TO: Honorable Mayor and City Council

**FROM:** Nick Fidler, Public Works Director

**DATE:** 11/17/2020

**WARD:** Ward(s) 1, 2

**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 4-226 (623 Kentucky Street) – Ward 2

2. Area 4-227 (119 L Street) - Ward 1

3. Area 4-209 (1401 K Street) - Ward 2

4. Area 4-221 (205 Quantico Avenue) – Ward 1

#### STAFF RECOMMENDATION:

Staff recommends adoption of the resolutions.

#### **BACKGROUND:**

On November 18, 2020 the Council adopted Resolutions of Intention No. 2064, 2065, 2066, and 2067 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	Туре
D	Resolution adding Area 4-226 to the CMD	Resolution
D	MD 4-226 Exhibit 1	Exhibit
D	MD 4-226 Exhibit A	Exhibit
D	MD 4-226 Exhibit B	Exhibit
D	MD 4-226 Exhibit C	Exhibit
D	MD 4-226 Exhibit D	Exhibit
D	MD 4-226 Exhibit E	Exhibit
D	MD 4-226 Exhibit F	Exhibit
D	Resolution adding Area 4-227 to the CMD	Resolution
D	MD 4-227 Exhibit 1	Exhibit
D	MD 4-227 Exhibit A	Exhibit
D	MD 4-227 Exhibit B	Exhibit
D	MD 4-227 Exhibit C	Exhibit
D	MD 4-227 Exhibit D	Exhibit
D	MD 4-227 Exhibit E	Exhibit
D	MD 4-227 Exhibit F	Exhibit
D	Resolution adding Area 4-209 to the CMD	Resolution
D	MD 4-209 Exhibit 1	Exhibit
D	MD 4-209 Exhibit A	Exhibit
D	MD 4-209 Exhibit B	Exhibit
D	MD 4-209 Exhibit C	Exhibit
D	MD 4-209 Exhibit D	Exhibit
D	MD 4-209 Exhibit E	Exhibit
D	MD 4-209 Exhibit F	Exhibit
D	Resolution adding Area 4-221 to the CMD	Resolution
D	MD 4-221 Exhibit 1	Exhibit
D	MD 4-221 Exhibit A	Exhibit
D	MD 4-221 Exhibit B	Exhibit
D	MD 4-221 Exhibit C	Exhibit
D	MD 4-221 Exhibit D	Exhibit
D	MD 4-221 Exhibit E	Exhibit
D	MD 4-221 Exhibit F	Exhibit

R	ES	0	LU	JT	IC	N	N(	Э.						

A RESOLUTION ADDING TERRITORY, AREA 4-226 (623 KENTUCKY 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 4-226 (SPR #19-0388), 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. 2064 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 4-226, as shown and designated on that certain map entitled "Map and Assessment Diagram for Addition of Territory, Area 4-226 (623 Kentucky 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 Styprojects/Maindisty-Formation Documents/Area 4/MD 4-226/RES EST.docx

# **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 4-226 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.

the C	ouncil of the	ne City of	at the foregoing Resolution was passed and adopted by Bakersfield at a regular meeting thereof held on _, by the following vote:
Ayes: Noes: Abstain: Absent:	COUCILMEMBER COUCILMEMBER COUCILMEMBER COUCILMEMBER		5, WEIR, SMITH, FREEMAN, GRAY, PARLIER
			JULIE DRIMAKIS, CMC CITY CLERK and Ex Officio Clerk of the Council of the City of Bakersfield
APPRC	)VED:		
KAREN Mayo	<b>GOH</b> R of the City (	of Bakersfield	
VIRGIN	OVED AS TO FO IIA GENNARC Itorney		
	SHUA RUDNIC Puty City Atto		
Attach	nments:		
Exhibit Exhibit Exhibit	"A" Exhibit	"E"	

Exhibit "C"

#### PUBLIC WORKS DIRECTOR'S REPORT

#### ADDITION OF TERRITORY, AREA 4-226

#### Fiscal Year 2020-2021

Addition of territory to the Consolidated Maintenance District, as shown in Exhibit "A" is described as 623 Kentucky 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 FIE	)I FR			

Public Works Director City of Bakersfield

### **LEGAL DESCRIPTION**

**Area** 4-226

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

SPR 19-0388 623 Kentucky Street Bakersfield California

Containing: 0.17 Acres, more or less.

# MAP AND ASSESSMENT DIAGRAM FOR ADDITION OF TERRITORY (AREA 4-226) TO THE CONSOLIDATED MAINTENANCE DISTRICT BAKERSFIELD, CALIFORNIA





#### 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:

Mobile Home Parks:

Multifamily Residential Parcels:

(Commercial / Industrial / Mixed Use):

1 EDU per Parcel

1 EDU per Parcel

7.71 EDU per Unit

6 EDU per Acre

EDU's per gross 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:

	· -
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

<u>Zone</u>

Commercial / Industrial / Mixed Use: 6 EDU per gross acre

Agricultural: 1 EDU per gross acre

## **MAINTENANCE DISTRICT AREA 4-226**

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	\$0.00
Less. City Contributions	<del></del>
NET AMOUNT TO BE ASSESSED	\$0.00
1421 / 11010 0141 10 02 / 10020020	Ψ0.00

<sup>\*\*</sup> Previous Years Deficits No Longer Carried Forward.

### **MAINTENANCE DISTRICT AREA 4-226**

#### **ASSESSMENT ROLL**

FISCAL YEAR 2020-2021

Assessor's Tax No. Total amount to

be collected for FY (2020-2021)

014-320-06-00-2 \$0.00

Total \$0.00



# ALFAROOQ ISLAMIC CENTER

October 14,2020

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

Dear Mr. Schroeter

RE:Inclusion of SPR# 19-0388 in a consolidated District (CMD)

We, the undersigned, as owners of the property included within SPR# 19-0388 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 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 schedule for in the Council Chambers located at 1501 Truxtun Ave. Bakersfield Ca 93301. We hereby waive our right to further notice of that hearing.

Respectfully,

Noureddine Miss, President

Alfarooq Islamic Center, a California Nonprofit

RESOLUTI	ION NO.				

A RESOLUTION ADDING TERRITORY, AREA 4-227 (119 L STREET) TO THE CONSOLIDATED MAINTENANCE DISTRICT; ADOPTING, CONFIRMING AND APPROVING THE PUBLIC WORKS DIRECTOR'S REPORT, THE BOUNDARIES OF THE ADDITION, THE FAIRNESS OF THE BENEFIT FORMULA, AND THE AMOUNT OF THE ASSESSMENT TO BE LEVIED AGAINST EACH PARCEL. (WARD 1)

WHEREAS, the Public Works Director has filed with the City Clerk the Public Works Director's Report, including a budget, assessment formula, improvements to be maintained by the district, description of property and proposed assessments; and

WHEREAS, Chapter 13.04 of Title 13 of the Municipal Code of the City of Bakersfield provides for a procedure by which the City Council may provide for the payment of the whole or any part of the costs and expenses of maintaining and operating any public improvements which are local in nature, from annual benefit assessments apportioned among the lots or parcels of property within the established Consolidated Maintenance District ("CMD"). The assessments to be placed on parcels within this district area reflect that portion of the cost of maintenance of a public park and public street landscaping ("special benefit") above and beyond the basic cost of maintenance of a public park and public street landscaping throughout the City ("general benefit"); and

WHEREAS, as set forth in the attached Public Works Director's Report (Exhibit 1), the property within this new area reflects that portion of the cost of maintenance of public street landscaping and/or a public park, based on the location of said improvements in or near said area, above and beyond the general benefit of parcels within the City that are not part of the CMD. Each parcel within this area will be assessed its proportionate share of special benefit based on its zoning and size.

**WHEREAS,** it is the intention of the City Council of the City of Bakersfield to add Area 4-227 (SPR #20-0178), 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. 2065 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 4-227, as shown and designated on that certain map entitled "Map and Assessment Diagram for Addition of Territory, Area 4-227 (119 L 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 S:\PROJECTS\MAINDIST\Formation Documents\Area 4\MD 4-227\RES EST.docx

# **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 4-227 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.

the C	ouncil of the	ne City of	at the foregoing Resolution was passed and adopted by Bakersfield at a regular meeting thereof held on _, by the following vote:
Ayes: Noes: Abstain: Absent:	COUCILMEMBER COUCILMEMBER COUCILMEMBER COUCILMEMBER		5, WEIR, SMITH, FREEMAN, GRAY, PARLIER
			JULIE DRIMAKIS, CMC CITY CLERK and Ex Officio Clerk of the Council of the City of Bakersfield
APPRC	)VED:		
KAREN Mayo	<b>GOH</b> R of the City (	of Bakersfield	
VIRGIN	OVED AS TO FO IIA GENNARC Itorney		
	SHUA RUDNIC Puty City Atto		
Attach	nments:		
Exhibit Exhibit Exhibit	"A" Exhibit	"E"	

Exhibit "C"

#### PUBLIC WORKS DIRECTOR'S REPORT

### ADDITION OF TERRITORY, AREA 4-227

### Fiscal Year 2020-2021

Addition of territory to the Consolidated Maintenance District, as shown in Exhibit "A" is described as 119 L 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 FIDI FR		

**Public Works Director** City of Bakersfield

# **LEGAL DESCRIPTION**

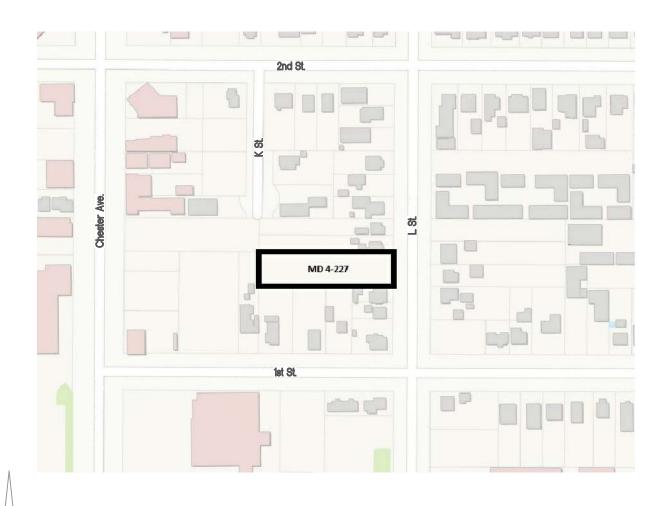
**Area** 4-227

An area located in Section 31, Township 29, Range 28 M.D.B. & M., more particularly described as follows:

SPR 20-0178 119 L Street Bakersfield California

Containing: 0.53 Acres, more or less.

# MAP AND ASSESSMENT DIAGRAM FOR ADDITION OF TERRITORY (AREA 4-227) TO THE CONSOLIDATED MAINTENANCE DISTRICT BAKERSFIELD, CALIFORNIA





#### 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:

Mobile Home Parks:

Multifamily Residential Parcels:

(Commercial / Industrial / Mixed Use):

1 EDU per Parcel

1 EDU per Parcel

71 EDU per Unit

6 EDU per Acre

EDU's per gross 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:

	· -
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

<u>Zone</u>

Commercial / Industrial / Mixed Use: 6 EDU per gross acre Agricultural: 1 EDU per gross acre

# **MAINTENANCE DISTRICT AREA 4-227**

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

2020-2021 BUDGET

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

<sup>\*\*</sup> Previous Years Deficits No Longer Carried Forward.

# **MAINTENANCE DISTRICT AREA 4-227**

# **ASSESSMENT ROLL**

# FISCAL YEAR 2020-2021

Assessor's Tax No.		Total amount to
		be collected for
		FY (2020-2021)
010-311-12-00-5		\$0.00
	0	\$0.00
	0	\$0.00

Total \$0.00

### Inclusion of a Subdivision into the Consolidated Maintenance District

Golden Empire Affordable Housing, Inc 601 24<sup>th</sup> St Bakersfield, CA 93301 9/23/20

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

Dear Mr. Schroeter:

RE: Inclusion of SPR 20-0178 in a Consolidated Maintenance District (CMD)

We, the undersigned, as owners of the property included within *SPR 20-0178* (119 L Street) 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.

Respectfully,

Stephen Pelz

**Executive Director** 

Golden Empire Affordable Housing, Inc.

RESOLUTION NO.	
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A RESOLUTION ADDING TERRITORY, AREA 4-209 (1401 K STREET) TO THE CONSOLIDATED MAINTENANCE DISTRICT; ADOPTING, CONFIRMING AND APPROVING THE PUBLIC WORKS DIRECTOR'S REPORT, THE BOUNDARIES OF THE ADDITION, THE FAIRNESS OF THE BENEFIT FORMULA, AND THE AMOUNT OF THE ASSESSMENT TO BE LEVIED AGAINST EACH PARCEL. (WARD 2)

WHEREAS, the Public Works Director has filed with the City Clerk the Public Works Director's Report, including a budget, assessment formula, improvements to be maintained by the district, description of property and proposed assessments; and

WHEREAS, Chapter 13.04 of Title 13 of the Municipal Code of the City of Bakersfield provides for a procedure by which the City Council may provide for the payment of the whole or any part of the costs and expenses of maintaining and operating any public improvements which are local in nature, from annual benefit assessments apportioned among the lots or parcels of property within the established Consolidated Maintenance District ("CMD"). The assessments to be placed on parcels within this district area reflect that portion of the cost of maintenance of a public park and public street landscaping ("special benefit") above and beyond the basic cost of maintenance of a public park and public street landscaping throughout the City ("general benefit"); and

WHEREAS, as set forth in the attached Public Works Director's Report (Exhibit 1), the property within this new area reflects that portion of the cost of maintenance of public street landscaping and/or a public park, based on the location of said improvements in or near said area, above and beyond the general benefit of parcels within the City that are not part of the CMD. Each parcel within this area will be assessed its proportionate share of special benefit based on its zoning and size.

WHEREAS, it is the intention of the City Council of the City of Bakersfield to add Area 4-209 (PMW #19-0381), 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. 2066 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 4-209, as shown and designated on that certain map entitled "Map and Assessment Diagram for Addition of Territory, Area 4-209 (1401 K Street), to the Consolidated Maintenance District, Bakersfield, California," for this fiscal year on file in the offices of the City Clerk and Public Works Director, City of Bakersfield; and S:\PROJECTS\MAINDIST\Formation Documents\Area 4\MD 4-209\RES EST.docx

# **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 4-209 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.

the Cou	uncil of th	ne City of E	It the foregoing Resolution was passed and a Bakersfield at a regular meeting thereon_, by the following vote:	
NOES: C ABSTAIN: C	COUCILMEMBER COUCILMEMBER COUCILMEMBER COUCILMEMBER		, Weir, Smith, Freeman, Gray, Parlier	
			JULIE DRIMAKIS, CMC CITY CLERK and Ex Officio Clerk of the Council of the City of Bakersfield	
APPROVI	ED:			
KAREN G		of Bakersfield		
	ED AS TO FO A <b>GENNARO</b> rney			
	IUA RUDNIC uty City Atto			
Attachm	ents:			
Exhibit "1 Exhibit "A Exhibit "B Exhibit "C	A" Exhibit " B" Exhibit "	"E"		

#### PUBLIC WORKS DIRECTOR'S REPORT

## ADDITION OF TERRITORY, AREA 4-209

### Fiscal Year 2020-2021

Addition of territory to the Consolidated Maintenance District, as shown in Exhibit "A" is described as 1401 K Street and as shown on Map and Assessment Diagram marked Exhibit "B," attached hereto and incorporated herein by reference as though fully set forth, as an area within the City of Bakersfield.

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

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

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

All parcels within this area shall be assessed an amount not to exceed that established in Resolution No. 019-05 per equivalent dwelling unit (as that term is defined in Exhibit "C") per parcel. In each subsequent year, annual assessments may increase by the cost of living reflected in the Los Angeles-Riverside-Orange County/All Urban Consumers Consumer Price Index. However, parcels will not be assessed until park and/or street landscaping have been

installed. When park and/or street landscape improvements have been completed, the appropriate park and street tier levels will be assigned, but in no case shall the assessments exceed the amount established in Resolution No. 019-05 as escalated per the above described Consumer Price Index.

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

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

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

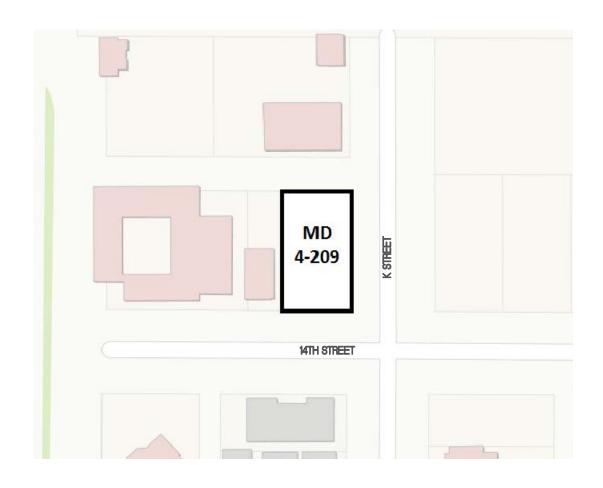
**Area** 4-209

An area located in Section 30, Township 29, Range 28 M.D.B. & M., more particularly described as follows:

PMW 19-0381 1401 K St Bakersfield California

Containing: 0.18 Acres, more or less.

# MAP AND ASSESSMENT DIAGRAM FOR ADDITION OF TERRITORY (AREA 4-209) TO THE CONSOLIDATED MAINTENANCE DISTRICT BAKERSFIELD, CALIFORNIA





#### 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:

Mobile Home Parks:

Multifamily Residential Parcels:

(Commercial / Industrial / Mixed Use):

1 EDU per Parcel

1 EDU per Parcel

7.71 EDU per Unit

6 EDU per Acre

EDU's per gross 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:

	· -
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

<u>Zone</u>

Commercial / Industrial / Mixed Use: 6 EDU per gross acre

Agricultural: 1 EDU per gross acre

# **MAINTENANCE DISTRICT AREA 4-209**

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

2020-2021 BUDGET

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

<sup>\*\*</sup> Previous Years Deficits No Longer Carried Forward.

# **MAINTENANCE DISTRICT AREA 4-209**

# **ASSESSMENT ROLL**

FISCAL YEAR 2020-2021

Assessor's Tax No. Total amount to

be collected for FY (2020-2021)

006-391-02-00-9 \$0.00

Total \$0.00





Absolutely there when you need us!

07/01/2020

City of Bakersfield - Public Works Department

Attn: Jim Schroeter

1600 Truxtun Avenue

Bakersfield, California 93301

Dear Mr. Schroeter:

RE: Inclusion of Parcel Map Waiver No. 19-0381 in a Consolidated Maintenance District (CMD)

We, the undersigned, as owners of the property included within Parcel Map Waiver • No. 19-0391 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.

Respectfully,

**Absolute Bonding Corporation** 

Michael Bench

Bench

Bench

President

RESOLUTION NO.	
----------------	--

A RESOLUTION ADDING TERRITORY, AREA 4-221 (205 QUANTICO AVENUE) TO THE CONSOLIDATED MAINTENANCE DISTRICT; ADOPTING, CONFIRMING AND APPROVING THE PUBLIC WORKS DIRECTOR'S REPORT, THE BOUNDARIES OF THE ADDITION, THE FAIRNESS OF THE BENEFIT FORMULA, AND THE AMOUNT OF THE ASSESSMENT TO BE LEVIED AGAINST EACH PARCEL. (WARD 1)

WHEREAS, the Public Works Director has filed with the City Clerk the Public Works Director's Report, including a budget, assessment formula, improvements to be maintained by the district, description of property and proposed assessments; and

WHEREAS, Chapter 13.04 of Title 13 of the Municipal Code of the City of Bakersfield provides for a procedure by which the City Council may provide for the payment of the whole or any part of the costs and expenses of maintaining and operating any public improvements which are local in nature, from annual benefit assessments apportioned among the lots or parcels of property within the established Consolidated Maintenance District ("CMD"). The assessments to be placed on parcels within this district area reflect that portion of the cost of maintenance of a public park and public street landscaping ("special benefit") above and beyond the basic cost of maintenance of a public park and public street landscaping throughout the City ("general benefit"); and

WHEREAS, as set forth in the attached Public Works Director's Report (Exhibit 1), the property within this new area reflects that portion of the cost of maintenance of public street landscaping and/or a public park, based on the location of said improvements in or near said area, above and beyond the general benefit of parcels within the City that are not part of the CMD. Each parcel within this area will be assessed its proportionate share of special benefit based on its zoning and size.

WHEREAS, it is the intention of the City Council of the City of Bakersfield to add Area 4-221 (SPR #20-0006), 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. 2067 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 4-221, as shown and designated on that certain map entitled "Map and Assessment Diagram for Addition of Territory, Area 4-221 (205 Quantico Avenue), to the Consolidated Maintenance District, Bakersfield, California," for this fiscal year on file in the offices of the City Clerk and Public Works Director, City of Bakersfield; and S:\PROJECTS\MAINDIST\Formation Documents\Area 4\MD 4-221\RES EST.docx

# **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 4-221 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.

the C	ouncil of the	ne City of	at the foregoing Resolution was passed and adopted by Bakersfield at a regular meeting thereof held on _, by the following vote:
Ayes: Noes: Abstain: Absent:	COUCILMEMBER COUCILMEMBER COUCILMEMBER COUCILMEMBER		5, WEIR, SMITH, FREEMAN, GRAY, PARLIER
			JULIE DRIMAKIS, CMC CITY CLERK and Ex Officio Clerk of the Council of the City of Bakersfield
APPRC	)VED:		
KAREN Mayo	<b>GOH</b> R of the City (	of Bakersfield	
VIRGIN	OVED AS TO FO IIA GENNARC Itorney		
	SHUA RUDNIC Puty City Atto		
Attach	nments:		
Exhibit Exhibit Exhibit	"A" Exhibit	"E"	

Exhibit "C"

#### PUBLIC WORKS DIRECTOR'S REPORT

## ADDITION OF TERRITORY, AREA 4-221

### Fiscal Year 2020-2021

Addition of territory to the Consolidated Maintenance District, as shown in Exhibit "A" is described as 205 Quantico Avenue and as shown on Map and Assessment Diagram marked Exhibit "B," attached hereto and incorporated herein by reference as though fully set forth, as an area within the City of Bakersfield.

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

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

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

All parcels within this area shall be assessed an amount not to exceed that established in Resolution No. 019-05 per equivalent dwelling unit (as that term is defined in Exhibit "C") per parcel. In each subsequent year, annual assessments may increase by the cost of living reflected in the Los Angeles-Riverside-Orange County/All Urban Consumers Consumer Price Index. However, parcels will not be assessed until park and/or street landscaping have been

installed. When park and/or street landscape improvements have been completed, the appropriate park and street tier levels will be assigned, but in no case shall the assessments exceed the amount established in Resolution No. 019-05 as escalated per the above described Consumer Price Index.

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

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

**NOW THEREFORE, I, NICK FIDLER,** Director of Public Works of the City of Bakersfield, by virtue of the power vested in me and the order of the Council of said City, hereby submit the Fiscal Year 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** 4-221

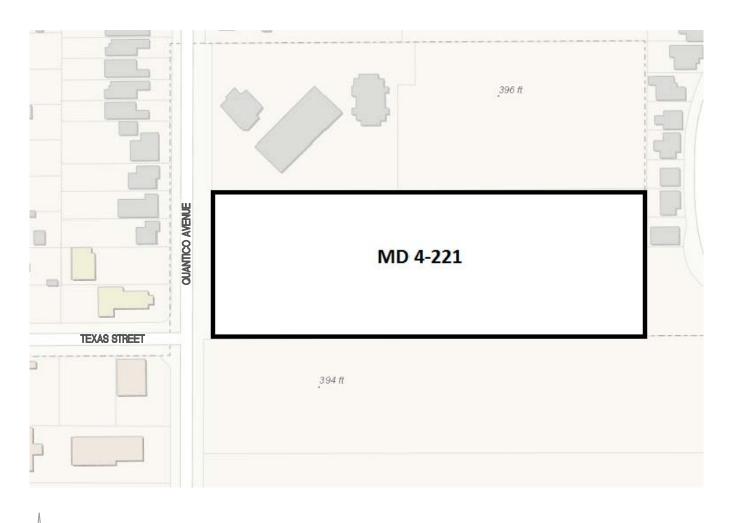
An area located in Section 34, Township 29, Range 28 M.D.B. & M., more particularly described as follows:

SPR 20-0006

205 Quantico Ave Bakersfield California

Containing: 4.83 Acres, more or less.

# MAP AND ASSESSMENT DIAGRAM FOR ADDITION OF TERRITORY (AREA 4-221) TO THE CONSOLIDATED MAINTENANCE DISTRICT BAKERSFIELD, CALIFORNIA





#### 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:

Mobile Home Parks:

Multifamily Residential Parcels:

(Commercial / Industrial / Mixed Use):

1 EDU per Parcel

1 EDU per Parcel

7.71 EDU per Unit

6 EDU per Acre

EDU's per gross 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:

	· -
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

<u>Zone</u>

Commercial / Industrial / Mixed Use: 6 EDU per gross acre

Agricultural: 1 EDU per gross acre

# **MAINTENANCE DISTRICT AREA 4-221**

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	\$0.00
Less. City Contributions	<del>50.00</del>
NET AMOUNT TO BE ASSESSED	\$0.00
112.7.11.00111.10 DE 7.1002002D	Ψ0.00

<sup>\*\*</sup> Previous Years Deficits No Longer Carried Forward.

# **MAINTENANCE DISTRICT AREA 4-221**

# **ASSESSMENT ROLL**

FISCAL YEAR 2020-2021

Assessor's Tax No. Total amount to

be collected for FY (2020-2021)

142-200-14-00-4 \$0.00

Total \$0.00



August 10, 2020

File: 779-01-00

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

RE: Inclusion of SPR # 20-0006 (205 Quantico Avenue) in a Consolidated Maintenance District (CMD)

Engineering: Civil

Electrical

We, the undersigned, as owners of the property included within SPR # 20-0006 (205 Quantico Avenue) 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

Mechanical

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.

Process

We understand that under Proposition 218 and Government Code section 53753

Structural

("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

Surveying

Council Chambers located at 1501 Truxtun Ave., Bakersfield, CA 93301. We hereby

Project Management

waive our right to further notice of that hearing.

wanagemen

Respectfully,

Augmentation

Drone N

Services

Staff

Manpreet Dhaliwal

D&S Property Investment, LLC - Member



# **ADMINISTRATIVE REPORT**

**MEETING DATE**: 12/16/2020 Consent – Resolutions n.

TO: Honorable Mayor and City Council

**FROM:** Nick Fidler, Public Works Director

**DATE:** 11/17/2020

**WARD:** Ward(s) 1, 2

**SUBJECT:** Resolutions of Intention 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. 2068 adding Area 4-228 (127 & 129 E. 8th Street) –

Ward 1

2. ROI No. 2069 adding Area 4-232 (830 Butte Street) – Ward 2

### STAFF RECOMMENDATION:

Staff recommends adopting the resolutions of intention.

#### **BACKGROUND:**

Written requests have been received by the City Engineer from the owner(s) of the parcels to be included into the Consolidated Maintenance District as required by section 13.04.021 of the Municipal Code. Inclusion in the Consolidated Maintenance District will provide for the maintenance of 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 City of Bakersfield has received a letter from the owner(s) of the properties described above which waives the public hearing concerning inclusion in the Consolidated Maintenance District. This allows the City to expedite the maintenance district process to satisfy the subdivision requirement. The owner(s) also have submitted a Proposition 218 ballot indicating their consent to the assessments.

In order to provide future property owners with disclosure regarding the inclusion of land in the Consolidated Maintenance District and the estimated maximum annual cost per equivalent dwelling unit, a covenant has been drafted and will be recorded with the Kern County Assessor-Recorder's Office upon approval of this Resolution.

Staff is recommending the new territories be added to the Consolidated Maintenance District at the next City Council meeting.

# ATTACHMENTS:

	Description	Туре
D	ROI#2068 adding Area 4-228 to the CMD	Resolution
D	MD 4-228 Exhibit 1	Exhibit
D	MD 4-228 Exhibit A	Exhibit
D	MD 4-228 Exhibit B	Exhibit
D	MD 4-228 Exhibit C	Exhibit
D	MD 4-228 Exhibit D	Exhibit
D	MD 4-228 Exhibit E	Exhibit
D	MD 4-228 Exhibit F	Exhibit
D	ROI #2069 adding Area 4-232 to the CMD	Resolution
D	MD 4-232 Exhibit 1	Exhibit
D	MD 4-232 Exhibit A	Exhibit
D	MD 4-232 Exhibit B	Exhibit
D	MD 4-232 Exhibit C	Exhibit
D	MD 4-232 Exhibit D	Exhibit
D	MD 4-232 Exhibit E	Exhibit
D	MD 4-232 Exhibit F	Exhibit

### **RESOLUTION OF INTENTION NO. 2068**

A RESOLUTION DECLARING INTENTION TO ADD TERRITORY, AREA 4-228 (127 & 129 E. 8<sup>TH</sup> STREET) TO THE CONSOLIDATED MAINTENANCE DISTRICT, PRELIMINARILY ADOPTING, CONFIRMING AND APPROVING THE PUBLIC WORKS DIRECTOR'S REPORT, THE BOUNDARIES OF THE ADDITION, THE FAIRNESS OF THE BENEFIT FORMULA, AND THE AMOUNT OF THE ASSESSMENT TO BE LEVIED AGAINST EACH PARCEL. (WARD 1)

WHEREAS, Chapter 13.04 of Title 13 of the Municipal Code of the City of Bakersfield provides for a procedure by which the City Council may provide for the payment of the whole or any part of the costs and expenses of maintaining and operating any public improvements which are local in nature, from annual benefit assessments apportioned among the lots or parcels of property within the established Consolidated Maintenance District ("CMD"). The assessments to be placed on parcels within this district area reflect that portion of the cost of maintenance of a public park and public street landscaping ("special benefit") above and beyond the basic cost of maintenance of a public park and public street landscaping throughout the City ("general benefit");

WHEREAS, as set forth in the attached Public Works Director's Report (Exhibit 1), the property within this new district reflects that portion of the cost of maintenance of a public street landscaping and/or public park, based on the location of said improvements in or near said area, above and beyond the general benefit of parcels within the City that are not part of the CMD. Each parcel within this area will be assessed its proportionate share of special benefit based on the zoning, usage, and size of the parcel;

**WHEREAS**, the property owner has requested the City Council to include the property within the CMD pursuant to Chapter 13.04 of Title 13 of the Municipal Code of the City of Bakersfield, and the Public Works Director recommends addition of territory to the CMD;

**WHEREAS**, it is the intention of the City Council of the City of Bakersfield to add territory, Area 4-228 (SPR #20-0009 for 127 E. 8<sup>th</sup> St.; SPR #19-0423 for 129 E. 8<sup>th</sup> St.) to the CMD. Said area is generally described in Exhibit "B" attached hereto, to maintain local improvements including a public park and public street landscaping;

**WHEREAS**, the Public Works Director has on this date filed with the Clerk of said Council his report, attached hereto and incorporated herein by reference as Exhibit "1," containing the following:

a) A description of the boundary of the additional territory, attached hereto as Exhibit "A";

- b) A map and assessment diagram of the additional territory, attached hereto as Exhibit "B";
- c) The benefit formula attached hereto as Exhibit "C";
- d) A budget, attached hereto as Exhibit "D," containing the matters specified in Section 13.04.130 of the Bakersfield Municipal Code;
- e) The amount of assessment to be levied against each parcel, attached hereto as Exhibit "E";
- f) Correspondence from the property owner(s) requesting inclusion within the CMD attached hereto as Exhibit "F";

WHEREAS, the City of Bakersfield has received a letter from the owner(s) of the property described in Exhibit "B," which waives any and all hearings (whether pursuant to the Brown Act, the Bakersfield Municipal Code, or any other law) concerning the formation of and assessments for inclusion in the Consolidated Maintenance District; and

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

- 1. The foregoing recitals are true and correct and are incorporated herein.
- 2. The City Council hereby preliminarily adopts and approves the Public Works Director's Report and declares that the territory within the boundaries so specified and described is the area, benefiting from said local improvements; that the expense of maintaining and operating said improvements is hereby made assessable upon said area; and that the exterior boundaries thereof are hereby specified and described to be as shown on that certain map marked Exhibit "B," entitled "Map and Assessment Diagram for Addition of Territory, to the Consolidated Maintenance District, Bakersfield, California," which map indicates by a boundary line the extent of the territory to be added to the Consolidated Maintenance District and shall govern for all details as to the extent of the addition.
- 3. Each parcel identified in Exhibit "E" is included in the Street Landscape and Park Zones of benefit and is assessed an amount not to exceed the amount established in Resolution No. 019-05 per equivalent dwelling unit per year. In each subsequent year, annual assessments may increase by the cost of living reflected in the Los Angeles-Riverside-Orange County/All Urban Consumers Consumer Price Index.

the Co	uncil of the (	<b>(IFY</b> that the foregoing Resolution was passed a City of Bakersfield at a regular meeting th	•
AYES: NOES: ABSTAIN: ABSENT:	COUNCILMEMBER COUNCILMEMBER COUNCILMEMBER COUNCILMEMBER	ARIAS, GONZALES, WEIR, SMITH, FREEMAN, GRAY, PARLIER	
		JULIE DRIMAKIS, CMC CITY CLERK and Ex Officio Clerk of the Council of the City of Bakersfield	
APPRO	VED:		
KAREN MAYOF	<b>GOH</b> R of the City of	Bakersfield	
	VED AS TO FOF IA GENNARO torney	RM:	
	SHUA RUDNICK eputy City Attor		
Attachn	nents: Exhibit ' Exhibit ' Exhibit '	'A" Exhibit "E"	

Exhibit "C"

## PUBLIC WORKS DIRECTOR'S REPORT

# ADDITION OF TERRITORY, AREA 4-228

## Fiscal Year 2020-2021

Addition of territory to the Consolidated Maintenance District, as shown in Exhibit "A" is described as 127 & 129 E. 8<sup>th</sup> 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 FID	IFR		

Public Works Director City of Bakersfield

# **LEGAL DESCRIPTION**

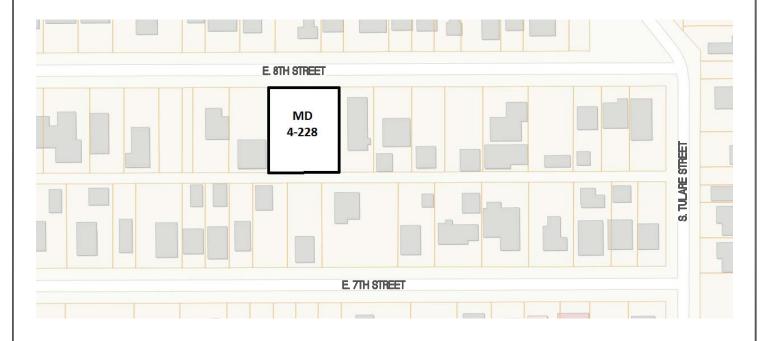
**Area** 4-228

An area located in Section 32, Township 29, Range 28 M.D.B. & M., more particularly described as follows:

SPR 19-0423, 20-0009 127 & 129 E. 8th Street Bakersfield California

Containing: 0.28 Acres, more or less.

# MAP AND ASSESSMENT DIAGRAM FOR ADDITION OF TERRITORY (AREA 4-228) TO THE CONSOLIDATED MAINTENANCE DISTRICT BAKERSFIELD, CALIFORNIA





#### 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:

Mobile Home Parks:

Multifamily Residential Parcels:

(Commercial / Industrial / Mixed Use):

1 EDU per Parcel

1 EDU per Parcel

71 EDU per Unit

6 EDU per Acre

EDU's per gross 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:

	· -
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

<u>Zone</u>

Commercial / Industrial / Mixed Use: 6 EDU per gross acre Agricultural: 1 EDU per gross acre

# **MAINTENANCE DISTRICT AREA 4-228**

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
	40.00
Less: City Contributions	\$0.00
NET ANGUNITED DE AGGEGGED	40.00
NET AMOUNT TO BE ASSESSED	\$0.00

<sup>\*\*</sup> Previous Years Deficits No Longer Carried Forward.

# **MAINTENANCE DISTRICT AREA 4-228**

# **ASSESSMENT ROLL**

# FISCAL YEAR 2020-2021

Assessor's Tax No.	Total amount to
	be collected for
	FY (2020-2021)
139-192-31-00-1	\$0.00
139-192-30-00-8	\$0.00

Total \$0.00



# Inclusion of a Subdivision into the Consolidated Maintenance District

October 21, 2020

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

Dear Mr. Schroeter:

RE: Inclusion of <u>SPR No. 19-0423 (129 E 8th Street) & SPR No. 20-0009 (127 E 8th Street)</u> in a Consolidated Maintenance District (CMD)

We, the undersigned, as owners of the property included within SPR No. 19-0423 (129 E 8th Street) & SPR No. 20-0009 (127 E 8th Street) 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,

Property Owner

10-26-2020

429 19<sup>th</sup> Street, Bakersfield, Ca 93301 o. 661.323.5402 f. 661.323.5414 e. <u>jrdesignr@yahoo.com</u> Page 1 of 1

## **RESOLUTION OF INTENTION NO. 2069**

A RESOLUTION DECLARING INTENTION TO ADD TERRITORY, AREA 4-232 (830 BUTTE STREET) TO THE CONSOLIDATED MAINTENANCE DISTRICT, PRELIMINARILY ADOPTING, CONFIRMING AND APPROVING THE PUBLIC WORKS DIRECTOR'S REPORT, THE BOUNDARIES OF THE ADDITION, THE FAIRNESS OF THE BENEFIT FORMULA, AND THE AMOUNT OF THE ASSESSMENT TO BE LEVIED AGAINST EACH PARCEL. (WARD 2)

WHEREAS, Chapter 13.04 of Title 13 of the Municipal Code of the City of Bakersfield provides for a procedure by which the City Council may provide for the payment of the whole or any part of the costs and expenses of maintaining and operating any public improvements which are local in nature, from annual benefit assessments apportioned among the lots or parcels of property within the established Consolidated Maintenance District ("CMD"). The assessments to be placed on parcels within this district area reflect that portion of the cost of maintenance of a public park and public street landscaping ("special benefit") above and beyond the basic cost of maintenance of a public park and public street landscaping throughout the City ("general benefit");

WHEREAS, as set forth in the attached Public Works Director's Report (Exhibit 1), the property within this new district reflects that portion of the cost of maintenance of a public street landscaping and/or public park, based on the location of said improvements in or near said area, above and beyond the general benefit of parcels within the City that are not part of the CMD. Each parcel within this area will be assessed its proportionate share of special benefit based on the zoning, usage, and size of the parcel;

**WHEREAS**, the property owner has requested the City Council to include the property within the CMD pursuant to Chapter 13.04 of Title 13 of the Municipal Code of the City of Bakersfield, and the Public Works Director recommends addition of territory to the CMD;

**WHEREAS**, it is the intention of the City Council of the City of Bakersfield to add territory, Area 4-232 (SPR #19-0410) to the CMD. Said area is generally described in Exhibit "B" attached hereto, to maintain local improvements including a public park and public street landscaping;

**WHEREAS**, the Public Works Director has on this date filed with the Clerk of said Council his report, attached hereto and incorporated herein by reference as Exhibit "1," containing the following:

a) A description of the boundary of the additional territory, attached hereto as Exhibit "A";

- b) A map and assessment diagram of the additional territory, attached hereto as Exhibit "B";
- c) The benefit formula attached hereto as Exhibit "C";
- d) A budget, attached hereto as Exhibit "D," containing the matters specified in Section 13.04.130 of the Bakersfield Municipal Code;
- e) The amount of assessment to be levied against each parcel, attached hereto as Exhibit "E";
- f) Correspondence from the property owner(s) requesting inclusion within the CMD attached hereto as Exhibit "F";

WHEREAS, the City of Bakersfield has received a letter from the owner(s) of the property described in Exhibit "B," which waives any and all hearings (whether pursuant to the Brown Act, the Bakersfield Municipal Code, or any other law) concerning the formation of and assessments for inclusion in the Consolidated Maintenance District; and

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

- 1. The foregoing recitals are true and correct and are incorporated herein.
- 2. The City Council hereby preliminarily adopts and approves the Public Works Director's Report and declares that the territory within the boundaries so specified and described is the area, benefiting from said local improvements; that the expense of maintaining and operating said improvements is hereby made assessable upon said area; and that the exterior boundaries thereof are hereby specified and described to be as shown on that certain map marked Exhibit "B," entitled "Map and Assessment Diagram for Addition of Territory, to the Consolidated Maintenance District, Bakersfield, California," which map indicates by a boundary line the extent of the territory to be added to the Consolidated Maintenance District and shall govern for all details as to the extent of the addition.
- 3. Each parcel identified in Exhibit "E" is included in the Street Landscape and Park Zones of benefit and is assessed an amount not to exceed the amount established in Resolution No. 019-05 per equivalent dwelling unit per year. In each subsequent year, annual assessments may increase by the cost of living reflected in the Los Angeles-Riverside-Orange County/All Urban Consumers Consumer Price Index.

	ouncil of the	<b>FIFY</b> that the foregoing Resolution was passed a City of Bakersfield at a regular meeting th	
AYES: NOES: ABSTAIN: ABSENT:	COUNCILMEMBER COUNCILMEMBER COUNCILMEMBER COUNCILMEMBER	ARIAS, GONZALES, WEIR, SMITH, FREEMAN, GRAY, PARLIER	_ _ _
		JULIE DRIMAKIS, CMC CITY CLERK and Ex Officio Clerk of the Council of the City of Bakersfield	
APPRC	OVED:		
KAREN MAYO	<b>GOH</b> R of the City of	Bakersfield	
VIRGIN	OVED AS TO FOR IIA GENNARO torney	RM:	
	<b>DSHUA RUDNICK</b> eputy City Attor		
Attachr	nents: Exhibit ' Exhibit ' Exhibit '	'A" Exhibit "E"	

Exhibit "C"

## PUBLIC WORKS DIRECTOR'S REPORT

# ADDITION OF TERRITORY, AREA 4-232

## Fiscal Year 2020-2021

Addition of territory to the Consolidated Maintenance District, as shown in Exhibit "A" is described as 830 Butte 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 FIE	)LER			—

Public Works Director City of Bakersfield

# **LEGAL DESCRIPTION**

**Area** 4-232

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

SPR 19-0410 830 Butte Street Bakersfield California

Containing: 0.17 Acres, more or less.

# MAP AND ASSESSMENT DIAGRAM FOR ADDITION OF TERRITORY (AREA 4-232) TO THE CONSOLIDATED MAINTENANCE DISTRICT BAKERSFIELD, CALIFORNIA





#### 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:

Mobile Home Parks:

Multifamily Residential Parcels:

(Commercial / Industrial / Mixed Use):

1 EDU per Parcel

1 EDU per Parcel

7.71 EDU per Unit

6 EDU per Acre

EDU's per gross 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:

	· -
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

<u>Zone</u>

Commercial / Industrial / Mixed Use: 6 EDU per gross acre

Agricultural: 1 EDU per gross acre

# **MAINTENANCE DISTRICT AREA 4-232**

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	\$0.00
NET AMOUNT TO BE ASSESSED	\$0.00

<sup>\*\*</sup> Previous Years Deficits No Longer Carried Forward.

# **MAINTENANCE DISTRICT AREA 4-232**

# **ASSESSMENT ROLL**

FISCAL YEAR 2020-2021

Assessor's Tax No. Total amount to

be collected for FY (2020-2021)

017-420-09-00-1 \$0.00

Total \$0.00

#### Inclusion of a Subdivision into the Consolidated Maintenance District

(LETTERHEAD) (Date)

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

Dear Mr. Schroeter:

RE: Inclusion of SPR No. 19-0410 (830 Butte Street) in a Consolidated Maintenance District (CMD)

We, the undersigned, as owners of the property included within SPR No. 19-0410 (830 Butte Street) 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.

Respectfully

Preston George I

Trustee

"Gloria Elaine George Revocable Living Trust"



# **ADMINISTRATIVE REPORT**

**MEETING DATE**: 12/16/2020 Consent – Agreements o.

**TO:** Honorable Mayor and City Council

FROM: Christopher Boyle, Development Services Director

**DATE:** 9/1/2020

WARD:

**SUBJECT:** HOPWA Agreement with Kern County Public Health Department

(\$1,201,277.75) to implement the U.S. Department of Housing and Urban Development Housing Opportunities for Persons with AIDS

(HOPWA) Program.

#### STAFF RECOMMENDATION:

Staff recommends the approval of the agreement.

#### **BACKGROUND:**

The City of Bakersfield contracts with KCPHD to administer the City of Bakersfield's HOPWA funds each year. These funds are used by KCPHD to increase access to decent, stable, and affordable housing for low-income persons living with HIV and AIDS and their families. More specifically HOPWA Program activities provided by KCPHD include: short-term rent subsidies to defray rent and emergency utility assistance for families; hotel/motel voucher assistance/ care plans which address need for services, food, transportation and links into treatment and care for HIV/AIDS and associated medical issues; emergency mortgage assistance, tenant based rental assistance vouchers; and staff salaries necessary to provide the services listed above.

On April 8, 2020, City Council approved the 2020-21 Action Plan, allocating \$612,653.94 of U.S. Department of Housing and Urban Development (HUD) Housing Opportunities for Persons with AIDS (HOPWA) funds to the Kern County Public Health Department (KCPHD). In addition to the 20-21 HOPWA funds, the program has \$588,623.81 in excess HOPWA funds from the 18-19 and 19-20 Action Plan years. The City recommends adding these funds to the 20-21 HOPWA grant with KCPHD for a total of \$1,201,277.75. Total amounts included in the 20-21 HOPWA grant are outlined below.

FY 2018-2019 \$ 44,712.81 FY 2019-2020 \$ 543,911.00 FY 2020-2021 \$ 612,653.94 Total \$1,201,277.75

# ATTACHMENTS:

D

Description

HOPWA Agreement

Туре

Agreement

AGREEMENT NO.	
---------------	--

# COUNTY OF KERN PUBLIC HEALTH DEPARTMENT AGREEMENT FOR HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) FUNDING

THIS AGREEMENT is made on	, by and between the
CITY OF BAKERSFIELD, a California charter city	and municipal corporation ("CITY")
and COUNTY OF KERN, PUBLIC HEALTH DEPART	<b>IMENT</b> , a political subdivision of the
State of California ("COUNTY").	

## RECITALS

**WHEREAS**, the Congress of the United States has enacted the "AIDS Housing Opportunity Act" at 42 USC 12901 et. seq. of the Cranston-Gonzalez "National Affordable Housing Act" and amendments (hereinafter called the "the Act"); and

WHEREAS, the Housing Opportunities for Persons With AIDS (HOPWA) program was authorized by the Department of Housing and Urban Development ("HUD") to provide States and localities with the resources and incentives to devise long-term comprehensive strategies for meeting the housing needs of persons with acquired immunodeficiency syndrome (AIDS); and

**WHEREAS**, it is HUD's goal to increase access to decent, stable, and affordable housing for low-income persons living with HIV and AIDS and their families; and

**WHEREAS**, CITY has submitted required documents to the Department of Housing and Urban Development ("HUD") for receipt of a HOPWA Grant ("Grant") and CITY was awarded a Grant; and

**WHEREAS**, California Government Code Section 53703 authorizes cities to participate in federally-funded health, welfare, public works, and community-improvement programs, and empowers cities to contract with public and private agencies; and

**WHEREAS**, CITY shall not be obligated to disburse, or pay to, COUNTY or any third party, any funds until and after CITY receives Grant funds from the federal government; and

**WHEREAS**, COUNTY has operated the HOPWA program for the CITY, through the State of California since 2008 by providing grant services on behalf of the CITY for use in the Bakersfield Eligible Metropolitan Statistical Area (EMSA); and

**WHEREAS**, CITY desires to assist COUNTY by making grant funding available for a portion of the costs associated with certain activities as are permitted for citizens in the Bakersfield EMSA; and

WHEREAS, CITY has fiscal year 2020-2021 HOPWA grant funding available as well as unspent HOPWA funding from fiscal year 2018-2019 and fiscal year 2019-2020; and

WHEREAS, CITY and CONTRACTOR entered into Agreement No. 18-202 on November 06, 2018, and Agreement No. 18-202 has an unspent balance of FORTY-FOUR THOUSAND, SEVEN HUNDRED TWELVE DOLLARS AND EIGHTY-ONE CENTS (\$44,712.81); and

WHEREAS, CITY and CONTRACTOR entered into Agreement No. 2020-003 on January 8, 2020, and Agreement No. 2020-003 has an unspent balance of FIVE HUNDRED FORTY-THREE THOUSAND, NINE HUNDRED ELEVEN DOLLARS (\$543,911.00); and

WHEREAS, the parties desire to add unspent funding from fiscal year 2018-2019 and fiscal year 2019-2020 to the fiscal year 2020-2021 grant funds.

**NOW, THEREFORE**, incorporating the foregoing recitals herein, CITY and COUNTY mutually agree as follows:

- **1.** <u>**DEFINITIONS.**</u> Except as modified or supplemented by the Grant Agreement, entered into by CITY and HUD, any term defined in the Act, or HOPWA Program regulations at 24 CFR 574 et. seq., shall have the same meaning in this Agreement.
- **1.1** "Program" means CITY's Community Development Program, and its administration.
- **1.2** "Project" refers to activities to be carried out by COUNTY and COUNTY's subrecipients under the HOPWA Program, as more fully described in Schedule "A" attached hereto and incorporated herein by this reference as if stated in full.
- 1.3 "Program Income" as defined in 24 CFR 84.2 shall mean: "[Gross income earned by the recipient that is directly generated by a supported activity or earned as a result of the award (see exclusions in section 84.24(e) and (h)]. Program income includes, but is not limited to, income from fees for services performed, the use or rental of real or personal property acquired under federally-funded projects, the sale of commodities or items fabricated under an award, license fees and royalties on patents and copyrights, and interest on loans made with award funds. Interest earned on advances of Federal funds is not program income. Except as otherwise provided in HUD regulations or the terms and conditions of the award, program income does

not include the receipt of principal on loans, rebates, credits, discounts, etc., or interest earned on any of them."

- **1.4** "Fiscal Year" means a twelve-month period beginning July 1, and ending June 30 to coincide with the CITY's budget year.
- **1.5** "HOPWA Program" as defined in 24 CFR 574 et. seq. means "activities or programs designed to provide services and increase access to decent, stable, and affordable housing for low-income persons living with HIV and AIDS and their families, including (but not limited to):
- **1.5.1** Short-term rent subsidies to defray rent and emergency utility assistance for families;
  - **1.5.2** Hotel/motel voucher assistance;
- **1.5.3** Care plan to address need for services, food, transportation as well as linkages into treatment and care for HIV/AIDS disease and other associated medical issues;
  - **1.5.4** Emergency mortgage assistance;
  - **1.5.5** Tenant Based Rental Assistance (TBRA) vouchers; and
  - **1.5.6** Staff salaries necessary to provide the above services.
- **1.6** "Eligible Metropolitan Statistical Area (EMSA) means a metropolitan statistical area that has a population of more than 500,000 and has more than 1,500 cumulative cases of AIDS.
- **1.7** "Eligible Person" shall mean a person with acquired immunodeficiency syndrome or related diseases who is a low-income individual and the person's family.
- 2. <u>SCOPE OF WORK</u>. COUNTY will be responsible for administering the Project in a manner satisfactory to CITY and consistent with any standards required as a condition of providing these funds. The Scope of Work of the Project will include the activities as set out in **Schedule "A"** attached hereto and incorporated by reference herein.
- **2.1** That portion of the scope of work related to the development and implementation of eligible HOPWA grant activities shall specifically comply with the requirements set forth in 24 CFR 574.300.

3. <u>PAYMENT</u>. It is expressly agreed and understood that the total amount to be paid by CITY under this Agreement shall not exceed **ONE MILLION TWO HUNDRED ONE THOUSAND TWO HUNDRED SEVENTY-SEVEN DOLLARS AND SEVENTY-FIVE CENTS.** (\$1,201,277.75).

Total	\$1,201,277.75
FY 2020-2021	\$ 612,653.94
FY 2019-2020	\$ 543,911.00
FY 2018-2019	\$ 44,712.81

- 3.1 <u>Disbursement of Funds</u>. CITY shall not be obligated to disburse, or pay to, COUNTY or any third party, any funds until and after CITY receives HOPWA funds from the federal government. If CITY does not receive such funds, CITY, at its option, may terminate or suspend this Agreement without any liability to COUNTY or its subrecipients until CITY receives such funds. COUNTY shall not be entitled to any damages from CITY if CITY refuses to disburse funds until CITY receives funds, even if COUNTY or any third party has detrimentally relied upon this Agreement.
- **3.1.1** COUNTY shall conform to the "time frame" as set forth in **Schedule** "A", for reporting purposes which references the fiscal year beginning July 1 and ending June 30 of the following year, attached hereto and incorporated herein by reference. COUNTY shall pay for any and all costs greater than **ONE MILLION TWO HUNDRED ONE THOUSAND TWO HUNDRED SEVENTY-SEVEN DOLLARS AND SEVENTY-FIVE CENTS.** (\$1,201,277.75)

# 3.2 Method of Payment.

- 3.2.1 <u>Services, Maintenance, and/or Operations Grants</u>. CITY agrees to pay "claims for payment" directly to COUNTY within thirty (30) days after CITY receives a satisfactory "claim for payment." COUNTY shall properly itemize and document claims for payment to show clearly the items, tasks, or services for which COUNTY claims reimbursement. COUNTY shall also describe the basis for computation: cost per hour, cost per weight, cost per task, or other measurement as CITY may specify. CITY may review the claim for completeness and accuracy, and may refuse to pay any claim until explained to CITY's satisfaction.
- **3.2.2** <u>HOPWA Activities</u>. CITY agrees to pay "claims for payment" directly to COUNTY within thirty (30) days after CITY receives a satisfactory "claim for payment". COUNTY shall properly itemize and document claims for payment to show clearly the items, tasks, or services for which COUNTY claims reimbursement (see **Exhibit "A"**). COUNTY shall also provide copies of receipts, invoices or other documentation as appropriate to substantiate claim for payment of HOPWA Activities.

- **3.2.2.1.** All amounts requested by COUNTY shall conform to the restrictions of 24 CFR 574.300 et. seq.
- **3.2.3** <u>Term.</u> The term of this Agreement shall begin July 1, 2020, and end June 30, 2022. This term may be extended for up to six months in accordance with Section 9.3 of this Agreement, in the event all funds are not expended by June 30, 2022.
- **4.** <u>COUNTY'S OBLIGATIONS</u>. In addition to the terms stated herein, COUNTY shall comply with the following Federal and State laws and regulations:

# 4.1 Laws and Regulations

- **4.1.1** <u>Federal.</u> COUNTY shall obey the Act, any amendments, Federal regulations and guidelines now or hereafter enacted pursuant to the Act, terms of the Grant to CITY now or hereafter in effect, and CITY's regulations now or hereafter enacted to facilitate administration of the Grant, or any other statute, regulation, or guideline applicable to the Program. COUNTY shall become familiar with the appropriate statutes, regulations, and guidelines governing the Grant program.
- **4.1.2** <u>California</u>. COUNTY shall comply with all provisions of California law applicable to this Agreement.
- **4.1.3** Independent Contractor. This Agreement calls for the performance of the services of COUNTY and its subrecipients as an independent contractor. COUNTY and its subrecipients are 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 COUNTY or its subrecipients other than that of an independent contractor.
- **4.1.4** <u>Indemnity</u>. COUNTY shall indemnify, defend, and hold harmless CITY, its officers, agents, and employees and HUD 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 COUNTY, COUNTY'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.
- **4.1.5** <u>Insurance</u>. In addition to any other insurance or bond required under this Agreement, COUNTY shall procure and maintain for the duration of this Agreement the following types and limits of insurance ("basic insurance requirements" herein):

- **4.1.5.1.** <u>Automobile liability insurance</u>, 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:
- **4.1.5.1.1.** Provide coverage for owned, non-owned and hired autos.
- **4.1.5.2.** <u>Broad form commercial general liability insurance</u>, 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:
- **4.1.5.2.1.** Provide contractual liability coverage for the terms of this Agreement.
- **4.1.5.2.2.** Contain an additional insured endorsement in favor of CITY, its mayor, council, officers, agents, employees and volunteers.
- **4.1.5.2.3.** Provide products and completed operations coverage.
- **4.1.5.2.4.** All policies shall be written on a first-dollar coverage basis, or contain a deductible provision. Subject to advance approval by the CITY, COUNTY 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.
- **4.1.5.3.** Workers' compensation insurance with statutory limits and employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall contain a waiver of subrogation in favor of CITY, its mayor, council, officers, agents, employees and designated volunteers.
- **4.1.5.4.** Except for professional liability, all policies required of COUNTY shall be primary insurance as to CITY, its mayor, council, officers, agents, employees or designated volunteers, and any insurance or self-insurance maintained by CITY shall be excess of COUNTY's insurance and shall not contribute with it.
- **4.1.5.5.** Except for workers' compensation, insurance is to be placed with insurers with a Bests' rating as approved by CITY's Risk Manager, but in no

event less than A-:VII. Any deductibles, self-insurance retentions or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Bests' A-:VII, must be declared prior to execution of this Agreement and approved by CITY in writing.

- **4.1.5.6.** Unless otherwise approved by CITY's Risk Manager, all policies shall contain an endorsement providing CITY with thirty (30) days written notice of cancellation or material change in policy language or terms. All policies shall provide that there shall be continuing liability thereon, notwithstanding any recovery on any policy. Copies of policies shall be delivered to CITY on demand.
- **4.1.5.7.** The insurance required hereunder shall be maintained at all times during the term of this Agreement or any extension thereof.
- **4.1.5.8.** COUNTY shall furnish CITY's Risk Manager with a certificate of insurance and required endorsements evidencing the insurance required. 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.
- **4.1.5.9.** Full compensation for all premiums which COUNTY 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.
- **4.1.5.10.** It is further understood and agreed by COUNTY that its liability to CITY shall not in any way be limited to or affected by the amount of insurance obtained and carried by COUNTY in connection with this Agreement.
- **4.1.5.11.** Unless otherwise approved by 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 CITY has approved lesser insurance requirements for COUNTY.

# 5. <u>CITY's OBLIGATIONS</u>.

**5.1** Copy of Regulations and Statutes. CITY will make available to COUNTY a copy of any regulation CITY enacts to facilitate administration of said Program.

## 6. ADMINISTRATIVE REQUIREMENTS.

**6.1** Records and Administration. COUNTY agrees to comply with the policies, guidelines, and requirements of 24 CFR 574 et. seq. as they relate to

the acceptance and use of HOPWA grant amounts.

- **6.1.1** COUNTY agrees to maintain Project documents, records and accounts, personnel and financial records, and submit such financial and performance reports as are required by assuring a proper accounting of all Project funds, as required by the regulations adopted pursuant to the Act. Methods used to determine costs assigned to the Project must conform to 24 CFR Part 84 and must not differ substantially from the methods used by COUNTY to determine costs for other aspects of its operations or programs. Project records will be available for audit purposes to CITY, HUD of the Controller General of the United States, or any authorized representative thereof, and will be retained for five (5) years after completion of the Project, or resolution of any applicable audit issues, whichever comes last.
- **6.1.2** COUNTY shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, ethnicity and description of service provided. Such information shall be made available to CITY or its designees for review upon request.
- **6.2** <u>Close-Outs.</u> COUNTY's obligation to CITY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to, making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the CITY), and determining the custodianship of records.
- **6.3** Audits and Inspections. All COUNTY records with respect to any matters covered by this Agreement shall be made available to CITY, its designee or the Federal Government, at any time during normal business hours, as often as CITY deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the COUNTY within 30 days after receipt by it. Failure of COUNTY to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The COUNTY hereby agrees to have an annual audit conducted in accordance with current CITY policy concerning subrecipient audits and, as applicable, 24 CFR Part 84.

## 6.4 Reports and Payment Procedures.

**6.4.1 Program Income.** COUNTY shall report annually all program income as defined at 24 CFR 84.2 generated by activities carried out with HOPWA Program funds made available under this Agreement. The use of program income by COUNTY shall comply with the requirements set forth at 24 CFR 84.2. All unused program income shall be returned to CITY at the end of the Agreement period. Any interest earned on cash advances form the U.S.

Treasury is not program income and shall be remitted promptly to CITY.

# 6.5 <u>Personnel and Participant Conditions.</u>

- **6.5.1 Non-discrimination Requirements.** Under any related agreements or contracts, COUNTY shall provide that no person, on the grounds of race, color, national origin, religion, or sex shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with HOPWA Program funds. In addition, HOPWA Program funds must be made available in accordance with the following:
- **6.5.1.1.** The requirements of the Fair Housing Act and implementing regulations at 24 CFR 100.
  - **6.5.1.2.** Executive Order 11063 (Equal Opportunity in Housing).
- **6.5.1.3.** Title VI of the Civil Rights Act of 1964 (PL 88-352) and Title VIII of the Civil Rights Act of 1968 (PL 90-284 nondiscrimination and fair housing on federally assisted programs).
- **6.5.1.4.** COUNTY shall adopt and implement procedures designed to make available to interested persons information concerning the existence and location of services and facilities to persons who are eligible for such services, but are unlikely to be made aware of them. COUNTY shall adopt a policy of non-discrimination which complies with the laws listed under the above paragraphs F(1)(a), F(1)(b) and F(1)(c) of this title with respect to the provision of services to any person within 60 days from the date of the execution of this Agreement. COUNTY shall further provide training to its employees regarding the enacted policy and applicable federal and state law regarding the federal and state fair housing acts within 90 days from the date of the execution of this Agreement.
- Rehabilitation Act of 1973 and Americans with Disabilities Act. This Agreement is subject to the provisions of Section 503 and 504 of the Rehabilitation Act of 1973 (PL 930112), 29 USC 706, and attendant regulations at 24 CFR, Part 8, which provide that no otherwise qualified, disabled individual shall, solely by reason of his disability, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving federal financial assistance. This Agreement is also subject to the Americans with Disabilities Act of 1990 (Public Law 101-336), as amended, 42 USC 12101, et. seq. COUNTY shall, through its board of directors, adopt a policy of non-discrimination on the basis of disability with respect to the provision of services to any person and which complies with applicable federal and state law within 60 days from the date of the execution of this Agreement. COUNTY shall further provide training to its employees regarding the enacted policy and applicable federal and state laws regarding the Rehabilitation Act of 1973

within 90 days from the date of the execution of this Agreement.

- 6.5.3 <u>Non-discrimination Because of Age</u>. This Agreement is subject to the Age Discrimination Act of 1975, as amended, (Title III of Public Law 94-135) and attendant Code of Federal Regulations at 48 CFR, Part 22, Subpart 22.9. That Act sets forth that, except as otherwise provided, no person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- 6.5.4 Equal Employment Opportunity (Non-discrimination Clause). COUNTY shall not discriminate against any employee, or applicant for employment, because of race, color, religion, sex, national origin, age, disability, or sexual orientation. COUNTY shall take affirmative action to ensure that applicants for employment and employees are treated during employment, without regard to race, color, religion, sex, national origin, age, disability, or sexual orientation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. COUNTY shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by CITY or HUD setting forth the provisions of this nondiscrimination clause. COUNTY shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, disability, or sexual orientation.
- 6.6 Women- and Minority-Owned Business Enterprises. COUNTY agrees to abide by the requirements of Executive Orders 11625, 12432 and 12138, the HUD regulations issued pursuant thereto at 41 CFR Part 24, 41 CFR Subpart 1-1.13, and any applicable rules and orders of HUD. The foregoing require the maximum practicable opportunity to participate, in contracts funded in whole or in part with federal funds, be provided to women- and minority-owned business enterprises, as subcontractors and suppliers to contractors performing work, or rendering services as prime contractors or subcontractors, under federally-funded procurement contracts.
- 6.6.1 Affirmative Action for the Vietnam-Era Veterans. COUNTY shall comply with 48 CFR, Chapter 1, Subpart 22.13 and shall take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam Era without discrimination based on disability or veteran's status in all employment practices such as employment, upgrading, demotion, transfer, recruitment, advertising, layoff, or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- **6.6.2** <u>Federal Labor Standards Provisions</u>. COUNTY shall comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon

Act as amended, the provision of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a5; 40 U.S.C. 327 and 40 U.S.C. 276c) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. COUNTY shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to CITY for review upon request.

- 6.6.2.1. Except with respect to the rehabilitation of residential property designed for residential use for less than eight families, COUNTY, and all contractors engaged under contracts in excess of \$2,000 for the construction, alteration, and/or repair of any building or work financed in whole or in part with Federal funds provided under this Agreement, shall comply with HUD requirements pertaining to such contracts and the applicable requirements of the regulations of the Department of Labor under 29 CFR parts 3, 5, and 5.5a, governing the payment of wages and the ratio of apprentices and trainees to journeymen; provided, that if wage rates higher than those required under such regulations are imposed by state or local law, nothing hereunder is intended to relieve COUNTY of its obligation, if any, to require payment of higher rates. COUNTY shall cause or require to be inserted in full, in all such contracts subject to such regulations, the clause, or any modification thereof, set out in 29 CFR parts 3, 5, and 5.5a. COUNTY shall comply with the procedures set out in the HUD handbook 1344.1, "Federal Labor Standards Compliance in Housing and Community Development Programs" (as amended).
- **6.6.2.2.** COUNTY shall make no awards of contracts under this Agreement to any contractor ineligible under any applicable regulations of the Department of Labor.
- 6.6.3 <u>Use of Grant Funds for Religious Purpose</u>. COUNTY shall permit no HOPWA Program funds to be expended for the design, construction, operation, or maintenance of any facility to be used for sectarian instruction or as a place for religious worship, except in situations where such use is incidental and does not favor one religious group over another, as further described at 24 CFR 576.22.
- 6.6.4 <u>Prohibited Interest of Officials and Employees</u>. No member of or delegate to the Congress of the United States, and no resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from it. No member, officer or employee of COUNTY, or its designees or agents, no member of CITY's Council or any other public official who exercises any functions or responsibilities with respect to the HOPWA Program during the above-described person's tenure, or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed pursuant to this Agreement.
  - **6.6.4.1.** The requirements of Executive Order 11246 and the Page 11 of 16 Pages

regulations issued under the Order at 41 CFR Chapter 60.

- **6.6.5** <u>Political Activity</u>. COUNTY shall expend no Grant funds to finance any political activity in contravention of the Hatch Act (Chapter 15 of Title 5 of the United States Code).
- 6.6.6 Lobbying. COUNTY certifies, to the best of its knowledge and belief, no Federally-appropriated funds have been paid or will be paid, by or on behalf of COUNTY, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any agreement, the extension, continuation. cooperative and amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- **6.6.6.1.** If funds, other than Federally-appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, COUNTY shall complete and submit, in accordance with its instruction, Certification Regarding Lobbying, **Exhibit "B"** attached hereto.
- **6.7** <u>Drug-Free Workplace Act of 1988</u>. COUNTY, in executing this Agreement, certifies that it and any of its agents or subcontractors will maintain a drug-free workplace in accordance with the requirements of 24 CFR Part 24, Subpart F. COUNTY shall complete and submit, in accordance with its instruction, Certification Regarding Drug Free Workplace.

## 6.8 <u>Environmental Conditions</u>.

- 6.8.1 <u>Environmental Considerations</u>. CITY and COUNTY want to assure that the policies of the National Environmental Policy Act of 1969 (NEPA), as amended, and the California Environmental Quality Act of 1970 (CEQA), as amended, are most effectively implemented, CITY shall comply with HUD Environmental Review Procedures (24 CFR Part 58) leading to certification of release of funds for particular projects, and the CEQA review procedures (Title 14, Section 15000 et. seq. of the California Administrative Code) in connection with this Project.
- **6.8.2** <u>Clean Air and Water Acts.</u> This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 USC 7401 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., Executive Order 11738, dated September 10, 1973, and the regulations of the Environmental Protection Agency at 40 CFR Part 15, as amended.

- **6.8.2.1.** COUNTY shall cause or require to be inserted in full in all contracts and subcontracts with respect to any nonexempt (exceed \$100,000, or involve a facility the subject of a conviction under the Clean Air Act, or the Federal Waste Pollution Control Act, and listed by the Environmental Protection Agency, or not otherwise exempt) transaction, the clause set out in 48 CFR 52.223-2.
- **6.8.2.2.** COUNTY shall also cause or require to be inserted in full, the certification set forth in 48 CFR 52.223-1, in each solicitation and resulting contract and contracts it awards without a solicitation.
- **6.8.2.3.** COUNTY shall not use any funds under this Agreement for a facility which has a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.
- **6.8.3** Architectural Barriers Act of 1968. This Agreement is subject to the requirements of the Architectural Barriers Act of 1968, as amended (42 USC 4151, et. seq.) and its regulations (41 CFR Subpart 101-19.6).
- 6.8.4 <u>Historic Preservation</u>. COUNTY shall take into account the effect of the Project on any COUNTY, site, building, structure or object listed in or found by the Secretary of Interior, pursuant to 36 CFR 800, to be eligible for inclusion by the National Park Service. COUNTY shall eliminate or minimize any adverse impact on a historic property. Activities affecting such properties must comply with Section 106 of the National Historic Preservation Act of 1966 (16 USC 470f), P.L. 89-665, Executive Order 11593, May 13, 1971, the Preservation of Archaeological and Historical Data Act of 1960 (16 USC 469a-1, et. seq.), the Archaeological and Historic Preservation Act of 1974 (P.L. 93-291), and their implementing regulations.
- **6.8.5** <u>Lead-Based Paint</u>. This Agreement is subject to the Lead-Based Paint Poisoning Prevention Act (42 USC 4821, et. seq.) and its implementing regulations at 24 CFR Part 35.
- **7. SUBCONTRACTS.** COUNTY shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of CITY prior to the execution of such contract.
- **7.1** COUNTY will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
- **7.2** COUNTY shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

- **7.3** COUNTY agrees that assistance provided under this Agreement shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services or fund any contractor during any period of debarment, suspension, or placement in ineligibility status under the provisions of 24 CFR Part 24.
- **7.4** COUNTY shall undertake to ensure all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to CITY along with documentation concerning the selection process.
- **8.** <u>CITY'S REMEDIES</u>. If COUNTY fails to complete the Project within the time set forth in **Schedule "A,"** or fails to use the facility for the specified purpose, for the required time period, or fails to materially comply with the terms of this Agreement, CITY, at its option, may suspend or terminate this Agreement and/or require COUNTY to reimburse the total amount of the grant funds provided pursuant to this Agreement.
- **8.1** Concurrent Remedy. No right or remedy herein conferred on or reserved to CITY is exclusive of any other right or remedy herein or by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time.

## 9. MISCELLANEOUS.

- **9.1 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.
- **9.2** <u>Binding Effect</u>. 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.
- **9.3** Merger And Modification. All prior agreements between the parties are incorporated in this Agreement which constitutes the entire agreement. Its terms are intended by the parties as a final expression of their agreement with respect to such terms as are included herein and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend this Agreement constitutes the complete and exclusive statement of its terms and no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding involving this Agreement. This Agreement may be modified only in a writing approved by the City Council and signed by all the parties.

- **9.4** <u>Corporate Authority</u>. Each individual signing this Agreement on behalf of entities represent and warrant that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.
- **9.5** Assignment. Neither this Agreement, nor any interest in it, may be assigned or transferred by any party without the prior written consent of all the parties. Any such assignment will be subject to such terms and conditions as CITY may choose to impose.
- **9.6** 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.
- **9.7** <u>Notices.</u> 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:

If directed to CITY, addressed to:

CITY OF BAKERSFIELD City Hall 1600 Truxtun Avenue Bakersfield, CA 93301

or directed to the COUNTY, addressed to:

Kimberly Hernandez, Assistant Division Director HOPWA Program Public Health Services Department 1800 Mount Vernon Avenue, 2<sup>nd</sup> Floor Bakersfield, CA 93306

- **9.8** <u>Termination of Agreement</u>. CITY reserves the right to terminate this Agreement upon giving COUNTY notice of intention to terminate at least 30 days prior to the effective date of the termination. CITY shall only convey to COUNTY funds for work done prior to the effective date of termination.
- **9.9** Execution. This Agreement is effective upon execution. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.
- **9.10** Non-Interest. No officer or employee of the CITY shall hold any interest in this Agreement (California Government Code section 1090).

#### 9.11 Tax Numbers.

"COUNTY's" Federal Tax Identificatior	n No.	95-600	00925	
"COUNTY" is a CORPORATION? Yes _	Χ	No_		
	(PI	ease c	heck one	ə.)

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

"CITY"  CITY OF BAKERSFIELD	"COUNTY"  COUNTY OF KERN
By: KAREN K. GOH Mayor	By: LETICIA PEREZ Chair, Board of Supervisors
APPROVED AS TO CONTENT:  DEVELOPMENT SERVICES DEPARTME	APPROVED AS TO CONTENT: ENT PUBLIC HEALTH SERVICES DEPARTMENT
By: CHRISTOPHER BOYLE Development Services Direc	By: tor
APPROVED AS TO FORM  VIRGINIA GENNARO  City Attorney	APPROVED AS TO FORM  GURUJODHA KHALSA  Chief Deputy County Counsel
By:  JOSHUA H. RUDNICK  Deputy City Attorney II	Ву:
COUNTERSIGNED	
By: RANDY MCKEEGAN Finance Director	

#### **SCHEDULE "A"**

# HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS PROGRAM COUNTY OF KERN PUBLIC HEALTH DEPARTMENT

### **Purpose of Project**

The Housing Opportunities for Persons with AIDS (HOPWA) Program was designed by the U.S. Department of Housing and Community Development (HUD) to provide resources and strategies to alleviate or prevent homelessness among persons living with HIV/AIDS and to ensure these households achieve and/or maintain housing stability and improve their access to HIV/AIDS care, treatment, and support.

## **Description of Services**

#### A. HOPWA Services

County Public Health (COUNTY) shall ensure funds are utilized through direct service or through subcontracting organizations in accordance with Code of Federal Regulations (CFR) Title 24 – Housing and Urban Development, Part 574); HUD Community Planning and Development Policies; HUD resource guides; current Office of AIDS (OA) HOPWA Application and Guidance; and OA Management Memoranda. The following describes each eligible program activity and its specific requirements:

- 1. Emergency Short-Term Rent, Mortgage and Utility Assistance (STRMU)
  - a. STRMU is a limited subsidy or payment subject to a limited time period to prevent the homelessness of a household with at least one person living with HIV/AIDS.
  - b. Rent payment, rent subsidy limitations, and housing quality standard requirements do not apply to the STRMU program (Note: If an assessment of the beneficiary's living situation reveals that the unit he/she occupies is substandard or unaffordable, it should be addressed in the beneficiary's Individual Housing and Service Plan.)
  - c. Smoke Detectors. Beneficiaries must self-certify that their housing unit has a working smoke detector, or a home visit must be made to determine whether the unit has an operating smoke detector. COUNTY must maintain records that working smoke detectors were verified either by beneficiary self-certification or a home visit conducted by COUNTY.
  - d. Lead-based paint requirements apply. Specifically, lead-based paint rules apply when:

- 1) Housing to be assisted was constructed before 1978
- 2) Residents will include a pregnant woman or a child 6 years of age or younger, and
- 3) The rent or mortgage assistance payments will exceed 100 consecutive days.
- e. The household must currently live in rented or mortgaged housing with written documentation verifying tenancy.
- f. In accordance with 24, CFR, Part 574, STRMU assistance may be provided to eligible households for a period of 21 weeks out of any 52-week period.
  - 1) The 52-week period is based on the program year of July 1 June 30.
  - 2) The 21 weeks is tracked using calendar days of assistance. There are 147 calendar days in a 21-week period. This period does not require consecutive days.
- g. The following are uniform guidelines for establishing caps on STRMU:
  - 1) At a minimum, the annual per household amount for STRMU should be equivalent to at least one-month's HUD Fair Market Rent for a onebedroom unit for the jurisdiction in which the household resides.
  - 2) A per household cap for utility assistance should not be less than the current utility allowances published by the local jurisdiction's housing authority.
  - 3) The household's ongoing housing needs are assessed in connection with the development of an Individual Housing and Service Plan for the household. The level of assistance is based on the assessed housing need.
  - 4) The time limitation or cap on funds is sufficient to avoid any continuing household housing crisis.
  - 5) The assistance is for actual costs.
  - 6) Other resources, such as household income, are not reasonably available to address the unmet housing need.
  - 7) Any process for waiving a cap or limitation must be expressed in writing and implemented in a uniform manner to all beneficiaries assisted.

## 2. <u>Tenant-Based Rental Assistance (TBRA)</u>

a. TBRA is a rental subsidy provided to an eligible household to be used in an eligible unit chosen by the household. If the household moves, the rental subsidy remains with the household to be used in another eligible unit.

- b. COUNTY is encouraged to establish a TBRA program if their HOPWA allocation is sufficient to operate this type of activity and there is evidence of a need for rental subsidies in their HIV/AIDS community.
- c. To develop a new TBRA program in your community, refer to the HOPWA Rental Assistance Guidebook located at: <a href="https://www.onecpd.info/resource/28118/hopwa-rental-assistance-guidebook/">https://www.onecpd.info/resource/28118/hopwa-rental-assistance-guidebook/</a> as well as consult with City staff.
- d. Prior to establishing a new TBRA program, COUNTY must submit a detailed program description to City to ensure compliance with TBRA program requirements, and linkage to supportive services.
- e. Maximum rent subsidies, tenant rent payment calculations, and habitability standards set forth in HOPWA regulation apply to TBRA.
- f. Shared housing arrangements are allowable (e.g., when two or more households share a home.

## 3. Facility-Based Housing

### a. Project-Based Rental Assistance (PBRA)

- 1) May be permanent or transitional housing.
- 2) Rental subsidies provided to residents of certain units within a specific building. When the resident moves, the rental subsidy remains with the unit to be used by the next eligible beneficiary.
- 3) Requires some level of environmental review.
- 4) Shared housing arrangements are allowable (e.g., when two or more households share a home).
- 5) Maximum rent subsidies, tenant rent payment calculations, and habitability standards set forth in HOPWA regulation apply to PBRA.
- 6) To develop a new PBRA program in your community, refer to the HOPWA Rental Assistance Guidebook located at: <a href="https://www.onecpd.info/resource/2818/hopwa-rental-assisance-guidbook/">https://www.onecpd.info/resource/2818/hopwa-rental-assisance-guidbook/</a> as well as consult with City staff.
- 7) Prior to establishing a new PBRA program, COUNTY must submit a detailed program description for City review and approval to ensure compliance with PBRA program requirements, and linkage to supportive services.

## b. Operating subsidies for HIV/AIDS supportive housing facilities

1) This activity pertains to the ongoing operations of a housing project that targets PLWHA. The housing facility may be emergency-based, transitional, or permanent housing and includes licensed and unlicensed HIV/AIDS facilities.

- 2) Costs include: security, operational costs (resident manager, maintenance person, etc.), supplies and materials, insurance, utilities, furnishings, maintenance, equipment and other incidental costs in providing housing to beneficiaries in these units.
- 3) NOTE: Supportive service costs associated with counseling programs, skills development, personal assistance, etc., are NOT counted under this category.
- 4) HOPWA regulation 24 CFR Part 574.340(a) categorizes any housing facility that meets the following criteria as a Community Residence:

  1) lower cost residential alternative to intuitional care; 2) prevents or delays a participant's need for institutional care; 3) provides a permanent or transitional residential setting to enhance the quality of life for beneficiaries who are unable to live independently; and 4) enables such persons to participate as fully as possible in the community.

A contractor operating a community residence must certify to the following:

- i. COUNTY will, or has entered into a written agreement with a service provider that will provide services as required by 24 CFR Part 574.310(a) to eligible persons in the Community Residence;
- ii. COUNTY has analyzed the service level needed at the Community Residence, and COUNTY, or its subcontracting service agency, will provide the needed services.
- iii. COUNTY, and/or its subcontracting service provider, is qualified to provide the services.
- iv. COUNTY, and/or its subcontracting service provider, is qualified to provide the services.
- 5) Maximum rent subsidies, tenant rent payment calculations, and habitability standards set forth in HOPWA regulation apply to transitional and permanent housing facilities.

## c. <u>Short-term (emergency shelter) Supported Facility</u>

- Short-term facilities provide temporary shelter to eligible individuals to prevent homelessness and allow an opportunity to develop an Individual Housing and Service Plan to guide beneficiary linkage to permanent housing.
- 2) Time limits: a short-term supportive housing facility may not provide residence for any individual for more than 60 days in any six-month period (24, CFR, Part 574.330(a)).
- 3) Residency limitation: a short-term supported facility may not provide shelter or housing at any single time for more than 50 families or individuals (24, CFR, Part 574.330(b)).
- 4) Case management: each assisted individual shall be provided with

- an opportunity to receive case management services from the appropriate social services agencies (24 CFR Part 574.330 (e)).
- 5) Placement in permanent housing: Each short-term facility must, to the maximum extent possible, offer individuals residing in such housing the opportunity for placement in permanent housing (24 CFR Part 574.330 (c)).

#### d. Hotel/Motel Voucher Assistance

This type of assistance may be provided for up to 30 days, if no appropriate shelter beds are available and subsequent rental housing has been identified but is not immediately available for move-in by program participants.

## 4. <u>Permanent Housing Placement Assistance</u>

A supportive housing service that helps establish the household in the housing unit; such as, first month's rent, reasonable costs for security deposits (not to exceed two months of rent costs), one-time utility hookups, and processing fees.

Prior to using funds for security deposit assistance, COUNTY must obtain OA approval of the agency documents to notify landlords and beneficiaries of the refund policy as well as evidence of fiscal capacity to track security deposit refunds as program income and reuse for eligible HOPWA activities.

## 5. <u>Housing Information Services</u>

Housing information services include assistance with referrals to affordable housing resources, assistance in locating available, affordable, and appropriate housing units, working with property owners to secure units, homelessness prevention and other housing-related activities. Housing information services may also include fair housing counseling for people who have encountered discrimination on the basis of race, religion, sex, age, sexual orientation, national origin, familial status, or disability.

## 6. Supportive Services

All households receiving HOPWA housing assistance must be provided with appropriate supportive services. Supportive services may be funded through other resources or through linkage to other programs. HOPWA funds may also be used but should be limited.

OA policy requires that not more than 20% of COUNTY's annual HOPWA allocation be used for supportive services. CITY will allow a waiver of the 20% cap if the enhanced level of supportive services will help beneficiaries overcome barriers to stable housing (e.g., more intensive

housing case management, mental health or alcohol and substance abuse treatment, consumer credit counseling, job training, etc.).

The following are definitions of eligible supportive services. Any definitions provided through future HUD guidance will supersede these definitions.

#### a. Adult Day Care and/or Personal Assistance

- 1) Provision of community or home-based, non-medical assistance designed to relieve the primary caregiver responsible for providing day-to-day care of beneficiary.
- 2) Provision of services in the home by licensed health care workers, such as nurses.
- 3) Provision of services by a homemaker, home health aide, personal caretaker, or attendant caretaker. This definition also includes non-medical, non-nursing assistance with cooking and cleaning activities to help disabled beneficiaries remain in their homes.
- 4) Routine diagnostics testing administered in the home; and appropriate mental health, developmental, and rehabilitation services. Inpatient hospitals services, nursing home and other long-term care facilities are NOT included.

### b. Alcohol and Drug Abuse Services

- 1) Provision of medical or other treatment and/or counseling to address substance abuse problems (i.e., alcohol and/or legal and illegal drugs) provided in an outpatient setting rendered by or under the supervision of a physician, or other qualified personnel.
- 2) Provision of treatment to address substance abuse problems (including alcohol and/or legal and illegal drugs) provided in an inpatient health service setting (short term).

## c. <u>Basic Telephone Service</u>

Phone service that is determined to be needed to assist the beneficiary in accessing services, such as: maintaining consistent and accurate participation in medical treatment protocols, care, or other essential supportive services.

## d. Housing Case Management

Key housing case management duties include, but are not limited to:

- 1) Initial comprehensive assessment of beneficiary needs and personal support systems;
- 2) Development of a comprehensive Individual Housing Service Plan for HOPWA beneficiaries including affordable, stable housing supportive services, and medical care;
- 3) Coordination of the services required to implement the comprehensive

Individual Housing Service Plan;

- 4) Beneficiary monitoring to assess the progress and effectiveness of the comprehensive Individual Housing Service Plan;
- 5) Periodic re-evaluation and revision of the Individual Housing Service Plan as necessary;
- 6) Beneficiary-specific advocacy; and
- 7) Coordination of benefits.

## e. Child Care

The provision of care for the children of HOPWA beneficiaries while the beneficiary attends medical or other appointments, HOPWA or Ryan White Program-related meetings, groups, or training. NOTE: This does not include child care while a beneficiary is at work.

## f. Education, Training, and Employment Assistance

A range of beneficiary-centered services and training to assist beneficiaries in building employment and job readiness skills, such as assessment of skill levels, aptitudes, abilities, and support service needs; assistance with securing course tuition and on the job training materials; access to data banks of resumes and job postings, facilitating proper matches of workers with appropriate job openings; and placement assistance.

## g. Life Skills Management

A range of beneficiary-centered services and training to assist beneficiaries build skills to better manage their lives. Examples include, but are not limited to: psychosocial and interpersonal skills; anger management and conflict resolution; communication skills; budgeting and money management; maintaining and operating a home (nutrition, cooking cleaning, etc.); self-evaluation skills, goal setting, etc.

## h. Mental Health Services

Psychological and psychiatric treatment and counseling services offered to individuals with a diagnosed mental illness, conducted in a group or individual setting, and provided by a State licensed mental health professional; typically psychiatrists, psychologists, and licensed clinical social workers.

#### i. Meals/Nutritional Services

Food bank/home-delivered meals include the provision of actual food, meals, or nutritional supplements. It does not include financial assistance directly to beneficiaries to purchase food or meals. The provision of

essential household supplies, such as hygiene items and household cleaning supplies is in this category.

## j. <u>Transportation</u>

Transportation services provided directly by agency vehicles or through gas/taxi vouchers or bus tickets to a beneficiary so that he or she may access health care services or housing. COUNTY will maintain records of all transportation vouchers or bus tickets/passes provided to beneficiaries and utilize all purchased vouchers or passes during the program year in which they were purchased.

## 7. Resource Identification

Activities under this category are specific to:

- a. Identifying housing resources and does not include housing referral services;
- b. Establishing, coordinating, and/or developing housing assistance resources for eligible persons;
- c. Hiring staff or consultants to develop the housing finance package for a specific housing project;
- d. Conducting preliminary research;
- e. Determining feasibility of specific housing-related initiatives; and
- f. Market studies.

## 8. <u>Activity Delivery</u>

- a. 24, CFR, Part 574.3 Costs directly related to carrying out eligible HOPWA activities.
- b. Activity delivery costs are limited by CITY to 15% of HOPWA housing assistance categories and 5% of supportive services, housing information services, and resource identification. Costs must be reasonable and documented expenses.
- c. Activity delivery costs for housing assistance categories may include personnel and operating expenses associated with, but not limited to: publicizing the program; briefing applicants, participants, and rental property owners; receiving and reviewing household applications; determining and verifying household income and eligibility; setting up household files; tracking time limitations, conducting initial unit

inspections; and certifying and documenting rent reasonableness, landlord lease negotiations and contracts, waiting list management, collaboration with service provider agencies, processing landlord subsidy payment checks or hotel/motel vouchers, travel and other operating expenses related to delivery of service. Operating expenses may include, but are not limited to office supplies, postage, prorated office rent, copies, and communication services.

- d. Activity delivery personnel costs for salary-based activities such as housing case management, or housing information services, may include the salary and benefits of supervisory staff associated with the delivery of the service and travel related to delivery of the activity. Activity delivery operating expenses include overhead costs such as office supplies, office rent, communication services, copies, etc.
- e. Administrative costs such as bookkeeping, and the compilation and reporting of data are not activity delivery costs.

## 9. <u>Program Administration</u>

- a. 24, CFR, Part 574.300(10)(ii) COUNTY may use up to 7% of the amounts received for program administration costs.
- b. 24, CFR, Part 574.300 Administrative Costs are costs for general management, oversight, coordination, evaluation and reporting on eligible activities.

#### D. Contractor shall:

- 1. Ensure at least one employee completes and receives certification for HOPWA financial management online training.
- 2. Where required by HOPWA regulation, obtain approval to develop a housing project from the local government official in the jurisdiction where the activity is to be carried out (not applicable for beneficiary-based activities such as TBRA, STRMU, ongoing facility operation subsidies, supportive services, housing information, or resource identification).
- 3. Ensure HOPWA funds are not used to replace other amounts made available or designated by state or local governments through appropriations for use for the purposes of this program
- 4. Enter into subcontract(s), when necessary, with housing and service agencies/providers for the provisions of HOPWA-eligible services and housing assistance.
- 5. Establish procedures and document selection criteria for housing and service providers to ensure compliance with all state and federal requirements for those HOPWA activities provided by subcontracting with service providers.

- 6. Ensure any subcontracted providers have the organizational and administrative capabilities to support the program services and activities. COUNTY is responsible for quality assurance and utilization review activities for subcontracted HOPWA services.
- 7. Ensure any subcontracted providers have appropriate facilities and resources, including an adequate physical plant and appropriate supplies and equipment available for the provision of services and practical support functions.
- 8. Establish an application-based intake process to ensure eligible HOPWA beneficiaries will be serviced.
- 9. Ensure an assessment of need and an Individual Housing and Service Plan is completed for every beneficiary receiving housing assistance.
- 10. Provide assistance only to households who are homeless or at risk of homelessness, here at least one household member has been diagnosed with the HIV disease or AIDS, and where the household is low-income as defined by HUD.
- 11. Make available appropriate supportive services to beneficiaries in HOPWA assisted housing. The supportive services may be funded through HOPWA or any other funding resource.
- 12. Charge no fee, except rent, to any eligible beneficiary for any housing or services provided with amounts under this program
- 13. Assure all housing (except for the current residence of an eligible beneficiary seeking short-term rent, mortgage, and utility payments) meets the habitability standards set forth in HOPWA regulation.
- 14. Assure residents of rental housing assisted under the HOPWA program pay as rent, including utilities, an amount not to exceed the higher of:
  - 30% of monthly adjusted income (adjusted for age, medical expenses, size of household, and child care expenses);
  - 10% of monthly gross annual income; or
  - Welfare payments specifically designated to meet housing costs.

EXCEPTION: These limits do not apply to residents receiving short-term rent, mortgage and utility assistance payments emergency shelter or hotel/motel vouchers or permanent housing placement assistance.

- 15. Assure the protection of the beneficiary's privacy and confidentiality at all times as required by state and federal laws (including, without limitation, Health and Safety Code sections 120980, 121022 and 121025). COUNTY and its employees (and the employees of any subcontractor as well) who will have access to confidential public health information shall be required to sign confidentiality agreements each year prior to being given access to the confidential information, as required by Health and Safety Code section 121022(f). In addition, federal law requires that individuals have a right of access, to inspect, and obtain a copy of their Protected Health Information (PHI) in a designated record set, for as long as the health information is maintained by a state health plan, state providers or business associates. There are limited exceptions to an individual's right of access PHI (45, CFR, 164.524).
- 16. Establish a process to ensure the confidentiality of the beneficiaries served

- under this program.
- 17. Establish a beneficiary grievance and appeals procedure.
- 18. Establish program termination polices in accordance with 24, CFR, Part 574.310(e).
- 19. Maintain a waiting list of applicants for assistance based on date and time of application or other method approved by OA.
- 20. Cooperate and coordinate in providing assistance with the agencies of the relevant state and local governments responsible for services for eligible persons and other public private organizations providing services for such eligible persons.
- 21. Maintain records for a four-year period to document compliance with the provisions of the HOPWA program.
- 22. Collect and report data necessary to complete the HOPWA activity progress form as required by the HUD Integrated Disbursement and Information System (IDIS) and the HUD Consolidated Annual Performance and Evaluation Report (CAPER).
- 23. Collect and report financial and invoicing data necessary to complete the HOPWA IDIS fund disbursement process.
- 24. Comply with federal relocation laws in the event of tenant displacement from housing acquired or rehabilitated with HOPWA funds.
- 25. Comply with all other federal requirements set forth in the HOPWA Regulations 24, CFR, Part 574.

## E. Monitoring Activities

#### COUNTY shall:

- 1. Conduct site visits and document/monitor the activities of subcontracted agencies to ensure contractual compliance not less than once every year. For all deficiencies cited in COUNTY's monitoring report, develop a corrective plan, submit to the CITY for approval, and implement the plan.
- 2. Provide any necessary assistance to CITY in carrying out CITY monitoring activities and inspection rights for both COUNTY and subcontracted agencies, as provided in this agreement.
- Make available to authorized CITY and/or federal representatives all records, materials, data information, and appropriate staff required for monitoring or inspection activities.
- 4. For all deficiencies cited in CITY's monitoring report, develop a corrective plan, submit to CITY for approval, and implement the plan. Provide the corrective plan to CITY within 30 days of receipt of the monitoring report.

## F. Data Collection and Reporting Requirements

COUNTY must ensure that COUNTY and/or any subcontracting agency(ies)

develop an ongoing assessment of the housing assistance and supportive services required by the participants (e.g., Individual Housing and Service Plans), including an annual assessment of their housing situation, an appropriate determination of rental subsidies or other support, and a report on the annual results of program activities under the HOPWA beneficiary outcome goals of achieving stable housing, reducing risk of homelessness and improving access to healthcare and other support for beneficiaries.

## G. Additional Reporting Requirements

Acceptance of this agreement indicates COUNTY's agreement to comply with future data and reporting requirements by CITY and/or HUD.

## AIDS Regional Information and Evaluation system (ARIES)

ARIES is a centralized HIV/AIDS beneficiary management system that allows for coordination of beneficiary services and provides comprehensive data for program reporting and monitoring. HOPWA intake and assessment screens are available in ARIES, and HOPWA reporting capabilities will be available for ARIES users. All HOPWA contractors shall utilize ARIES for HOPWA.

#### HMIS

COUNTY or subcontractor organizations with a priority mission to serve homeless persons and receive HOPWA funding are required by federal regulation to participate in their local HMIS. COUNTY or subcontractor organizations with a priority mission to serve persons living with HIV/AIDS and periodically assist beneficiaries that are homeless are encouraged to participate in their local HMIS.

## G. Estimated Fiscal Year 2020-21 HOPWA Program activities:

HOPWA Program Activity	Estimated Number of Households to be Assisted with HOPWA in Fiscal Year 2020-21
Short-term Rent, Mortgage and/or Utility assistance (STRMU)	95
Tenant-Based Rental Assistance (TBRA)	40
Facility-Based Housing – Project Based Rental Assistance (PBRA)	-
Facility-Based Housing – Leasing Costs for Hotel/Motel Assistance	40
Transitional Facility-Based Housing – Operational Subsidies	-
Permanent Facility-Based Housing – Operational Subsidies	-
Facility-Based Housing – Stewardship Units (acquired or rehabbed with HOPWA but no ongoing subsidies being used)	-
Permanent Housing Placement Assistance (e.g. security deposits, first month's rent, utility hook-up fees, credit checks.)	5
Housing Information Services (housing counseling, referral, outreach)	140
Supportive Services	100

#### **EXHIBIT "A"**

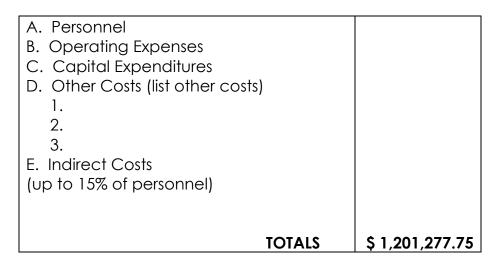
#### INVOICING AND BUDGET DETAIL

## 1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, CITY agrees to compensate COUNTY for actual expenditures incurring in accordance with the budget below.
- B. Invoices must include the Agreement Number and program Name and must be submitted not more frequently than monthly.
- C. Request for payment shall require, at a minimum, submittal to CITY of the following completed documents: cover letter on COUNTY letterhead requesting payment; completed payment request form (attached as Exhibit 1); and copies of all applicable invoices.

## 2. Budget Detail

The following table is the estimated line item budget costs for Fiscal Year 2020-22:



All funds granted to "COUNTY" shall be completely expended within the term of the agreement. The term of this Agreement shall begin July 1, 2020, and end June 30, 2022. This term may be extended for up to six months in accordance with Section 9.3 of this Agreement.

COUNTY PAYMENT REQUEST			
Grant Funding:	Encircle grant type	HOPWA	
Grant Agreement No.	Purchase Order No.	Payment No.	
To: Attn: Address:	City of Bakersfield Community Development 1715 Chester Avenue, Seco Bakersfield, CA 93301	and Floor	
Mailing Address:			
Grant Agreement Award Amount: \$1,201,277.00			
Reimbursement Requested	\$		
Program Income from HOPV	VA \$	_	
I have reviewed and certify the allowable costs associated with this payment request reimbursement submittal were paid for with available funding and any match requirements have been met. In addition, I certify that all financia obligations are met and services are being provided to intended clients.			
COUNTY Representative	Dat	re	
COUNTY Representative Name	(Printed)		

#### **EXHIBIT "B"**

#### CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontractors, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

	Date
Title	



# **ADMINISTRATIVE REPORT**

**MEETING DATE**: 12/16/2020 Consent – Agreements p.

**TO:** Honorable Mayor and City Council

**FROM:** Christopher Boyle, Development Services Director

**DATE:** 11/5/2020

WARD:

**SUBJECT:** Ventura County Community Development Corporation Agreement for

20-21 HOME Downpayment Assistance Program

#### STAFF RECOMMENDATION:

Staff recommends approval of the agreement.

#### **BACKGROUND:**

On April 8, 2020, the City Council approved the City of Bakersfield's FY 2020-21 U. S. Department Housing Urban Development (HUD) Action Plan which includes activities to be funded with the City's HUD entitlement grant. As part of the plan, Council set aside \$250,000 in HOME funds to be used to provide down payment assistance (DPA) to low- and moderate-income families within the City of Bakersfield.

The agreement before Council today is a partnership between the City of Bakersfield and the Ventura County Community Development Corporation (VCCDC). VCCDC is an experienced down payment assistance provider that has been assisting families achieve homeownership and has provided counseling and education services to more than 14,000 low- and moderate-income families since 2001. VCCDC was selected due to their experience with Federal and State grants, and their ability to leverage additional non-City funds to increase the impact of the program.

The "Hope to Home" – Downpayment Assistance Program (administered through VCCDC) will use a total of \$250,000 in HOME funds to assist an estimated 10 low-to-moderate income households with \$23,000 each in down payment assistance. The grant will also include a \$2,000 project delivery cost per loan for a total of \$25,000 for each DPA transaction. Adding to the City's contribution, VCCDC will leverage funds from non-City sources to provide up to an additional \$25,000 in DPA per household (a possible total of \$48,000 per household). Moreover, the Hope to Home Program will satisfy Goal SP-45.1 of the Action Plan, which is to "Increase and preserve the supply of affordable housing for low-and-moderate income households".

#### ATTACHMENTS:

Description Type

- ☐ Agreement w/Signatures
- Insurance

Agreement Backup Material

## AGREEMENT NO. \_\_\_\_

# HOME INVESTMENT PARTNERHSIP PROGRAM VENTURA COUNTY COMMUNITY DEVELOPMENT CORPORATION DOWNPAYMENT ASSISTANCE PROGRAM

THIS AGREEMENT ("AGREEMENT"	herein), for	a Downpaym	ent Assis	tance Pro	gram
(DPA), is made and entered into as of _					
BAKERSFIELD, a charter city and					
VENTURA COUNTY COMMUNITY DI	EVELOPME	NT CORPO	RATION,	a Califo	ornia
non-profit, public benefit corporation ("SU			•		

#### RECITALS:

WHEREAS, the Congress of the United States has enacted the "HOME Investment Partnerships" Act ('the Program" herein) at 42 USC 12741 et. seq. of the Cranston-Gonzalez "National Affordable Housing Act and amendments ("the Act" herein); and

WHEREAS, CITY has submitted certain documents to the Department of Housing and Urban Development ("HUD" herein) requesting funds pursuant to the Program; and

WHEREAS, CITY is empowered, under the Program, to administer funds received and to enter into agreements with nonprofit organizations; and

WHEREAS, SUBRECIPIENT has requested Program funds from CITY, to provide a down payment assistance program, to assist at least ten (10) eligible low-income families to purchase a single-family home for owner occupancy; and

WHEREAS, CITY desires to assist SUBRECIPIENT by granting HOME funds to be used towards providing a Downpayment Assistance Program, to assist at least ten (10) city eligible low-income families to purchase a single-family home for homeownership.

- NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and SUBRECIPIENT mutually agree as follows:
- 1. <u>DEFINITIONS</u> Except to the extent modified or supplemented by any agreement between CITY and HUD, any term defined in the Act or the Program, shall have the same meaning when used herein.
- 1.1. "Down Payment Assistance" means HOME funds provided as direct homebuyer assistance to assist eligible buyers purchase eligible homes.
- 1.2. "Program" means the activity and result for which HOME funds are being provided to the SUBRECIPIENT under this agreement. Under this Agreement, "Program" refers exclusively to HOME Down Payment Assistance.
- 1.3. "HOME Funds" means the total amount of HOME Program dollars being provided to the SUBRECIPIENT under this Agreement.

- 1.4. "Eligible DPA program borrower" means low-income families who qualify under the guidelines set forth at 24 CFR 92.2.
- **1.5.** "Affordability Period" means a ten-year term period, beginning at close of escrow, during which period each home purchased with HOME funds must be owner-occupied by Eligible DPA program borrowers in accordance with 24 CFR 92,254.
- **1.6.** "Program Property" means the real property purchased using Down Payment Assistance funds.
- 1.7. "Eligible Administrative and Planning Costs" means those cost related to the Program which are enumerated in 24 CFR 92.207.

## 2. CONDITIONS OF THE GRANT

- 2.1. Scope of Program. The grant is intended to provide money, in the amount set forth in Section 3, below, to apply towards the cost of providing downpayment assistance and administrative and planning costs of the program. The scope of work of the Program will include the activities as set out in Schedule "A" attached and incorporated by reference as set out in full.
- 2.2. The Grant. Subject to the terms and conditions of this Agreement, CITY agrees to grant the SUBRECIPIENT, and the SUBRECIPIENT agrees to accept from CITY, up to the amount of money set forth in Section 3 herein.
- 2.3. Period of Affordability. In compliance with 24 CFR 92.254 the "Period of Affordability" shall be ten (10) years and shall commence with the close of escrow for each borrower assisted under this agreement, as defined in 24 CFR 92.2. If the SUBRECIPIENT and any recipient of homebuyer assistance is not in full compliance with the terms of this Agreement at any time during the term of this Agreement, it shall be an event of default subject to the provisions set forth in Section 6 of this Agreement.
- 2.4. Failure to Complete Program. If, for any reason SUBRECIPIENT fails to fulfill program activities as set out in Schedule "A", after being given a reasonable time to fulfill program activities, it shall be an event of default subject to the provisions set forth in Section 6 of this Agreement.
- 2.5. <u>Duration of Agreement.</u> All HOME program requirements, as required under 24 CFR 92, detailed in this agreement shall be in effect for the period of affordability, including loans made with recaptured funds and program income from loans initially funded under this agreement. All grant obligations, including deferred balloon payments and its related conditions, shall be in effect during the term of the grant as fully described in **Schedule A**.
- 2.6. <u>Program Description and Schedule of Completion.</u> SUBRECIPIENT shall manage the day-to-day operations of the program, as outlined in Schedule "A", including outreach and marketing the program, application intake, qualifying eligible buyers, and handling transactional escrows.

The SUBRECIPIENT acknowledges and agrees that time is of the essence in this Agreement. SUBRECIPIENT shall be responsible for notifying the CITY at least 90 days in advance of its

intent to request an extension of program funds not expended prior to June 30, 2022. CITY at its sole discretion can make a determination to approve or deny the request.

All HOME program funds shall be expended no later than <u>June 30, 2022</u>. Failure to complete the program as agreed upon, or to comply with HOME Program and other applicable local, state or federal requirements, can result in a breach of this Agreement and cause any HOME funds drawn or incurred to become immediately due and repayable to the CITY.

#### 3. <u>CITY'S OBLIGATION</u>

- 3.1. Amount of Grant. CITY agrees to provide the SUBRECIPIENT an amount not to exceed \$250,000 from its Fiscal Year 2020-2021 HOME Program funding to be used for providing Down Payment Assistance (DPA) for at least ten (10) low-income households, in the amount of up to \$23,000 per household. Qualifying households will be those with incomes at or below 80 percent of the Area Median Family Income as defined by the Department of Housing and Urban Development (HUD) on an annual basis using the Section 8 (Part V) method as part of the DPA program. An eligible borrower(s) must be a first-time homebuyer as established by HUD rule under 24CFR Section 92.2. In addition, the SUBRECIPIENT may request an amount not to exceed \$2,000 for eligible program delivery and administrative costs for each of the ten DPA recipients, as described in 24 CFR 92.206(d)(6).
- 3.2. <u>Disbursement of Funds.</u> CITY shall pay the SUBRECIPIENT HOME Funds upon SUBRECIPIENT's submittal of request of funds under this AGREEMENT when said agreement (per 24 CFR 92.504(c)) has been fully executed, the funds are needed for payment of specific allowable costs (per 24 CFR 92.206), and only in amounts needed to pay such costs as identified in 2 CFR 200.305. The SUBRECIPIENT shall be reimbursed for eligible program costs after review and approval by CITY of invoices, statements and other billings, supporting documentation, and property inspection, if applicable, as fully described in **Schedule "A"**.

SUBRECIPIENT shall be prohibited from charging DPA program borrowers servicing, origination, or other fees for the cost of administering the HOME program except nominal application fees to owners and housing counseling fees to homebuyer as described in 24 CFR 92.214(b)(1)(i).

## 4. **SUBRECIPIENT'S OBLIGATIONS**

- 4.1. <u>Use of HOME Funds.</u> SUBRECIPIENT shall use the funds in accordance with the HOME program guidelines outlined in 24 CFR Part 92 in carrying out the DPA program in the manner described below:
- 4.1.1. SUBRECIPIENT shall ensure that the projected annual income of DPA program borrower served through the DPA program is no greater than 80 percent of the Area Median Family Income as defined by the Department of Housing and Urban Development on an annual basis. SUBRECIPIENT may use the CPD Income Eligibility Calculator to calculate incomes using the Section 8 (Part V) methodology, which is available online at: https://www.hudexchange.info/incomecalculator/. An eligible borrower(s) must be a first-time homebuyer as established by HUD rule under 24 CFR Section 92.2.
- **4.1.2.** SUBRECIPIENT shall provide DPA program borrower pre-purchasing education to DPA program borrower, which must be completed prior to referral of the DPA program borrowers to financial institutions and must meet the requirements of the Program and

all future amendments as required by law. SUBRECIPIENT shall conduct post-purchasing education with DPA program borrowers upon close of escrow.

- **4.1.3.** SUBRECIPIENT shall refer DPA program borrower who meet the income criteria listed in Section 4.1.1 and have completed the DPA program borrower counseling in Section 4.1.2 to financial institutions that have demonstrated an interest in participating in the DPA program.
- **4.1.4.** SUBRECIPIENT shall ensure that the property which a DPA program borrower wishes to purchase with down payment assistance through the DPA program is either a single-family property, a single-family unit in a two-to-four unit property, a condominium unity, or an eligible manufactured home that is located on land that is owned by the manufactured housing unit owner, or on land for which the manufactured housing unit owner has a lease for a period at least equal to the applicable period of affordability, and the manufactured housing has a permanent foundation that complies with 24 CFR 203.43(f)(c)(i) and is connected to permanent utility hook-ups.
- 4.1.5. SUBRECIPIENT shall work with the CITY to ensure that each unit is inspected to verify that it meets the standards described according to the guidelines in 24 CFR 92.251(a)(2). The property must be free from any defects that pose a danger to the health and safety of occupants before occupancy, and must meet all applicable State and local housing quality standards or code requirements, the housing must meet the housing quality standards in 24 CFR 982.401.
- **4.1.6.** SUBRECIPIENT shall give a written request to CITY at least 20 days in advance of a closing in which a DPA program borrower is expected to receive funding from the DPA program. The CITY will produce a check for the SUBRECIPIENT and deliver it prior to or on closing day. The affordability period and recapture restriction shall be established in compliance with the DPA program guidelines, consistent with 24 CFR 92.254(f), as reviewed and approved by CITY.
- **4.2 Program Requirements.** Before close of any escrow, the SUBRECIPIENT shall execute the following:
- **4.2.1** Provide CITY, and its designees, reasonable access to all portions of the Program Property/Properties.
- **4.2.2** Provide CITY with completed application packages for DPA program borrowers, which includes applicant information, proof of income, written assurance DPA program borrower's credit criteria meets program guidelines, current credit report, three months copies of paycheck stubs, three (3) months copies of bank statements, two years copies of complete tax returns, copy of appraisal, copy of DPA program borrower counseling certificate, and escrow instructions. Such information shall be needed prior to closing the sale of the home.
- **4.2.3** SUBRECIPIENT shall use the DPA program borrower Mortgage Analysis spreadsheet to determine the amount of assistance that each approved and qualified DPA program borrower will receive through the program. For each DPA program borrowers, the amount of assistance shall be greater than \$1,000 but shall not exceed \$23,000. DPA program borrowers who are shown by the Home Buyer Mortgage Analysis spreadsheet to be eligible for less than \$1,000 or greater than \$23,000 through the DPA program shall be responsible for leveraging funding through alternative sources.

- **4.2.4** SUBRECIPIENT shall execute an agreement between the City of Bakersfield and DPA program borrowers prior to the transfer of property, in substantial form to, as reference in **Exhibit "A"**.
- **4.2.5** SUBRECIPIENT shall execute an Agreement between VCCDC and the DPA program borrowers prior to the transfer of the Program Property, in substantial form to, as reference in **Exhibit "B"**.
- **4.2.6** The Promissory Note and Deed of Trust shall be executed between the SUBRECIPIENT and the DPA program borrower prior to the transfer of property to the DPA program borrowers, in substantial form to, as referenced in **Exhibit "C"** and **"D"**
- **4.2.7** The City of Bakersfield, SUBRECIPIENT, and DPA program borrowers will fully execute DPA Program Agreements and Promissory Note prior to closing. Further, all parties agree to record the Deed of Trust against the property at closing.
- 4.2.8 A Covenant and Warranty of Owner Occupancy shall be signed by the DPA program borrower and be provided to the CITY prior to closing and the creation of a loan through the DPA program, in substantial form to, as referenced in **Exhibit "K**".
- 4.3 <u>Maximum Purchase Price.</u> The maximum purchase price shall not exceed HOME affordable homeownership limits provided by HUD for newly constructed housing and for existing housing as enumerated in 24 CFR 92.254(a)(2).
- Records. SUBRECIPIENT authorizes the CITY and HUD to conduct on-site reviews, examine borrower's income records, and to conduct any other procedures or practices necessary to assure compliance with this AGREEMENT and applicable HUD regulations. SUBRECIPIENT will ensure that all documents related to this Program shall be kept for a period of five years after program completion. Records to be retained include, but are not limited to: initial income verification and source documentation, down payment and other assistance calculation worksheets, commitment letters, and documentation used to request for release of funds. SUBRECIPIENT shall maintain such records and accounts, including program records, program records; financial records; equal opportunity records; records demonstrating compliance with the income determination and requirements of 24 CFR 92.203; record keeping requirements of 24 CFR 92.508; records demonstrating compliance with the lead-based paint requirements of 24 CFR 92.355; records supporting exceptions to the conflict of interest prohibition pursuant to 24 CFR 92.356; and any other records as are deemed necessary by the CITY to assure a proper accounting and monitoring of all HOME Funds. In the event the CITY determines that such records are not being adequately maintained by SUBRECIPIENT, the CITY may cancel this AGREEMENT in accordance with Section 6.

With respect to all matters covered by this AGREEMENT, records will be made available for examination, audit, inspection or copying purposes at any time during normal business hours and as often as the CITY, HUD, representatives of the Comptroller General of the United States or other Federal agency may require. SUBRECIPIENT will permit same to be examined and excerpts or transcriptions made or duplicated from such records, and audits made of all invoices, materials, records of personnel and of employment and other data relating to all matters covered by this AGREEMENT. The CITY's right of inspection and audit shall obtain likewise with reference to any audits made by any other agency, whether local, State or Federal. SUBRECIPIENT shall retain all records and supporting documentation applicable to this

#### AGREEMENT as provided below:

- **4.4.1** For Down Payment Assistance program borrower files, records shall be retained for five (5) years after the program completion date.
- **4.4.2** Written agreements must be retained for five (5) years after date of program completion
- **4.4.3** If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later.
- 4.5 Reports. SUBRECIPIENT agrees to submit to the CITY the reports as described in this section. SUBRECIPIENT will ensure that all documents related to these reports shall be kept for a period of five (5) years after program's affordability period has been completed. Records to be retained include, but are not limited to: quarterly reports as described in this section; receipts and invoices for materials, supplies, and services; documentation used to request re-imbursement of expenses, and documentation of household income eligibility.
- **4.5.1 Quarterly Reports:** SUBRECIPIENT shall submit quarterly reports no more than one month after the end of each quarter. Quarterly reports shall include documents as describe in **Schedule A**. The following table lists the end of the quarter and the corresponding quarterly report due date:

Quarter	Period	Quarterly Report Due
1st	January 1 – March 31	April 30
2 <sup>nd</sup>	April 1 – June 30	July 30
3 <sup>rd</sup>	July 1 - September 30	October 30
4 <sup>th</sup>	October 1 – December 30	January 30

#### 5. OTHER DPA PROGRAM REQUIREMENTS.

- 5.1 <u>City and Other Governmental Permits.</u> Before commencement of construction, or development of any buildings, structures or other work of improvement upon the Program Property, or any other work provided for by this Agreement, SUBRECIPIENT shall, at its own expense, secure, or cause to be secured, any and all permits which may be required by the City of Bakersfield or any other governmental or private agency affected by or having jurisdiction over such construction, development or work. Additionally, SUBRECIPIENT shall require its construction contractor and all subcontractors to acquire a seller's permit (if required by Title 18, Section 1521 of the California Code of Regulations) associated with construction of the Program Properties.
- **5.2** Rights of Access. For the purpose of assuring compliance with this Agreement, representatives of CITY shall have reasonable right of access to the Program Property without charges or fees and at normal construction hours during the period of construction for the purposes of this Agreement, including, but not limited to, the inspection of the work being performed in constructing the improvements provided, however, such inspections shall not unreasonably interfere with the construction work in progress. This provision shall not be construed to replace or modify inspection requirements arising out of the issuance of building

permits or land use entitlements.

- 5.3 Local, State and Federal Laws. SUBRECIPIENT shall carry out the program administration and all activities provided for in this AGREEMENT in conformity with all applicable laws. It is understood that SUBRECIPIENT is responsible for compliance with all applicable laws including, but not limited to, the California Labor Code, California Public Contract Code, the California Health and Safety Code and the California Government Code. SUBRECIPIENT and any of SUBRECIPIENT's contractors or subcontractors shall pay State of California prevailing wages on all work resulting from this Agreement, to the extent if and required by law.
- 5.4 Federal Law. SUBRECIPIENT shall conform to the Act (and any amendments to it), Federal regulations and guidelines now existing or hereafter enacted pursuant to the Act, terms of the HOME Program Agreement between HUD and CITY now or hereafter in effect, and regulations now or hereafter enacted by CITY to facilitate its administration of the HOME Program, and any other statute, regulation or guideline applicable to the HOME Program. SUBRECIPIENT shall become familiar with the appropriate statutes, regulations, and guidelines governing the HOME Program.
- 5.5 <u>Labor Standards Provisions</u>. If applicable, SUBRECIPIENT shall comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provision of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a5; 40 U.S.C. 327 and 40 U.S.C. 276c) and all other applicable Federal, state and local laws and regulations pertaining to labor standards and prevailing wages insofar as those acts apply to the performance of this Agreement. If applicable, SUBRECIPIENT shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to CITY for review upon request.
- **5.6** Political Activity. SUBRECIPIENT shall not expend HOME Program funds to finance any political activity in contravention of the Hatch Act (Chapter 15 of Title 5 of the United States Code).
- **5.7** Lobbying. SUBRECIPIENT certifies, to the best of its knowledge and belief, no Federally-appropriated funds have been paid or will be paid, by or on behalf of SUBRECIPIENT, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If funds, other than Federally-appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, SUBRECIPIENT shall complete and submit, in accordance with its instructions, Standard Form-LLL, "Disclosure Form to Report Lobbying as referenced in " Exhibit "E".

SUBRECIPIENT shall require the language of this certification to be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and

contracts under grants, loans, and cooperative agreements) and all subrecipients shall to certify and disclose accordingly.

- 5.8 Funds for Religious Purpose. SUBRECIPIENT shall permit no HOME Program funds to be expended for the design, construction, operation, or maintenance of any facility to be used for sectarian instruction or as a place for religious worship, except in situations where such use is incidental and does not favor one religious group over another.
- 5.9 Prohibited Interest of Officials and Employees. No member of or delegate to the Congress of the United States, and no resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from it. No member, officer or employee of SUBRECIPIENT, or its designees or agents, no member of CITY's Council or any other public official who exercises any functions or responsibilities with respect to the HOME Program during his tenure, or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed pursuant to this Agreement, SUBRECIPIENT shall incorporate or cause to be incorporated, a provision prohibiting such interest in all contracts or subcontracts, relating in any manner to this Agreement.
- 5.10 Equal Employment Opportunity (Non-discrimination Clause). SUBRECIPIENT agrees that there shall be no discrimination against any person who is employed in carrying out the DPA program, or against any applicant for such employment. because of race, color, religion, sex, sexual orientation, age, national origin, or any other discrimination prohibited by Federal, State, County or local laws, including but not limited to employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. SUBRECIPIENT shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by CITY or HUD setting forth the provisions of this nondiscrimination clause. SUBRECIPIENT shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, disability, or sexual orientation.

SUBRECIPIENT agrees to be bound by the equal opportunity clause set out in **Exhibit** "F" attached, with respect to its own employment practices when it participates in federally-assisted construction work; provided, however, the clause is not applicable to any agency, instrumentality, or subdivision of SUBRECIPIENT which does not participate in work on or under the contract.

- **5.11** <u>Non-Discrimination Requirements.</u> Under any related agreements or contracts, SUBRECIPIENT shall provide that no person, on the grounds of race, color, national origin, religion, sex, sexual orientation, or gender identity shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with HOME Program funds. In addition, HOME Program funds must be made available in accordance with the following:
- **5.11.1** The requirements of the Fair Housing Act and implementing regulations at 24 CFR 100. This agreement is subject to the provisions of the Code of Federal Regulations at 24 CFR, Part 100.303. The provision sets forth an exemption to the protected class of familial status under the Fair Housing Act, when housing is provided under any Federal or State program is designed, intended and operated for occupancy by elderly persons, 62 years of age or older.

- 5.11.2 Executive Order 11063 (Equal Opportunity in Housing).
- 5.11.3 Title VI of the Civil Rights Act of 1964 (PL 88-352) and Title VIII of the Civil Rights Act of 1968 (PL 90-284 nondiscrimination and fair housing on federally assisted programs).
- 5.11.4 In addition to the foregoing, SUBRECIPIENT will comply with the nondiscrimination clause listed in Exhibit "G", attached hereto and incorporated herein by this reference as if set forth in full.
- 5.12 Rehabilitation Act of 1973 and Americans with Disabilities Act. This Agreement is subject to the provisions of Section 503 and 504 of the Rehabilitation Act of 1973 (PL 930112), 29 USC 706, and attendant regulations at 24 CFR, Part 8, which provide that no otherwise qualified, disabled individual shall, solely by reason of his disability, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving federal financial assistance. This Agreement is also subject to The Americans with Disabilities Act of 1990 (amended), 42 USC 12101, et. seq.
- 5.13 <u>Non-discrimination Because of Age.</u> This Agreement is subject to the Age Discrimination Act of 1975, as amended, (Title III of Public Law 94-135) and attendant Code of Federal Regulations at 48 CFR, Part 22, Subpart 22.9. That Act sets forth that, except as otherwise provided, no person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- 5.14 "Section 3" Training, Employment, and Business Opportunities. This Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 USC 170lu) as amended, HUD regulations issued pursuant thereto at 24 CFR 135, and any applicable rules and orders of HUD issued thereunder.

If there is Section 3 covered assistance, SUBRECIPIENT shall cause, or require to be inserted in full in all contracts and subcontracts for work financed, in whole or in part, with assistance provided under this Agreement, the Section 3 clause set forth in **Exhibit "H"**, attached.

5.15 <u>Women- and Minority-Owned Business Enterprises.</u> SUBRECIPIENT agrees to abide by the requirements of Executive Orders 11625, 12432 and 12138, the HUD regulations issued pursuant thereto at 41 CFR Part 24, 41 CFR Subpart 1-1.13, and any applicable rules and orders of HUD. The foregoing require the maximum practicable opportunity to participate, in contracts funded in whole or in part with federal funds, be provided to women- and minority-owned business enterprises, as subcontractors and suppliers to contractors performing work, or rendering services as prime contractors or subcontractors, under federally-funded procurement contracts.

SUBRECIPIENT shall include the Utilization of Minority Business Enterprises clause set forth in **Exhibit "I"**, attached, in all contracts in amounts which may exceed \$10,000 (except for contracts for services which are personal in nature).

5.16 Affirmative Action for the Vietnam-Era Veterans. SUBRECIPIENT shall comply with 48 CFR, Chapter 1, Subpart 22.13 and shall take affirmative action to employ,

advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam Era without discrimination based on disability or veteran's status in all employment practices such as employment, upgrading, demotion, transfer, recruitment, advertising, layoff, or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. In all contracts or agreements of \$10,000 or more relating to this Agreement, SUBRECIPIENT shall include, or cause to be included, the "Affirmative Action for Special Disabled and the Vietnam Veterans Provisions" clause set out in Exhibit "J." attached.

- **5.17** Relocation Assistance and Acquisition Policies. This AGREEMENT is subject to the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("URA" herein) (42 USC 4601), and the HUD implementing regulations. In the event relocation assistance must be provided to any person or entity as a result of the Program, SUBRECIPIENT shall be solely responsible for the payment thereof.
- **5.18** <u>Lead-Based Paint.</u> This Agreement is subject to the Lead-Based Paint Poisoning Prevention Act (42 USC 4821, et. seq.) and its implementing regulations at 24 CFR Part 35.
- 5.19 Environmental Considerations. CITY and SUBRECIPIENT want to assure that the policies of the National Environmental Policy Act of 1969 (NEPA), as amended, and the California Environmental Quality Act of 1970 (CEQA), as amended, are most effectively implemented. CITY shall comply with HUD Environmental Review Procedures (24 CFR Part 58) leading to certification of release of funds for particular programs, and the CEQA review procedures (Title 14, Section 15000 et. seq. of the California Administrative Code) in connection with this Program.
- **5.19.1** This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 USC 7401 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., Executive Order 11738, dated September 10, 1973, and the regulations of the Environmental Protection Agency at 40 CFR Part 15, as amended.
- 5.19.2 SUBRECIPIENT shall cause or require to be inserted in full the clause set out in 48 CFR 52.223-2 in all contracts and subcontracts with respect to any nonexempt (exceed \$100,000, or involve a facility the subject of a conviction under the Clean Air Act, or the Federal Waste Pollution Control Act, and listed by the Environmental Protection Agency, or not otherwise exempt) transaction.
- **5.19.3** SUBRECIPIENT shall also cause or require to be inserted in full, the certification set forth in 48 CFR 52.223-1, in each solicitation and resulting contract and contracts it awards without a solicitation.
- 5.19.4 SUBRECIPIENT shall not use any funds under this Agreement for a facility which has a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

#### 5.20 Other Considerations

Throughout the period of affordability, all program properties for which HOME funds are used shall be limited to ownership by low-income households. If at any point the DPA program borrowers no longer occupies the unit as their primary residence, then the loan shall be due and payable in full.

- **5.20.1** California Law. SUBRECIPIENT shall comply with all applicable provisions of California law applicable to public contracts.
- **5.20.2** Administrative Requirements. SUBRECIPIENT shall comply with applicable uniform administrative requirements, as described in 24 CGR 92.505.
- **5.20.3** <u>HOME Program Regulations.</u> SUBRECIPIENT and DPA program borrower shall comply with all applicable provisions of the HOME Program regulations including, but not limited to, the following:
- **5.20.3.1** Housing acquired using HOME funds must be in decent, safe, sanitary, and in good repair as required by 24 CFR 92.251 At minimum, housing shall meet all applicable State and local housing quality standards and code requirements. Housing must not contain the specific deficiencies proscribed by HUD based on the applicable inspectable items and inspected areas in HUD-prescribed physical inspection procedures (Uniform Physical Condition Standards) issued pursuant to 24 CFR 5.705.
- **5.20.3.2** The affordability requirements of 24 CFR 92.254, for a period of 10 years after the closing of each loan funded under this Agreement.
- **5.20.3.3** A deed of restriction will be recorded on Program Properties requiring that DPA program assisted units remain affordable for a period of 10 years after the closing of each loan. A copy of the deed restriction is attached as **Exhibit "D"**.
- **5.20.3.4** SUBRECIPIENT shall make a good faith effort to solicit applications from throughout the City of Bakersfield. SUBRECIPIENT shall comply with State and Federal fair housing laws and not deny access to the Program on the basis of age, race, ethnicity, marital or familial status, source of income, gender, or sexual orientation.
- **5.20.3.5** Affirmative Marketing standards as adopted by the City of Bakersfield, in compliance with 24 CFR 92.351.

Prior to and during the Period of Affordability SUBRECIPIENT shall:

Before initially marketing Program Funds and taking any purchase offers from any person, SUBRECIPIENT shall deliver to CITY, for review, comment, and approval or disapproval, a copy of the marketing plan SUBRECIPIENT intends to use to market, and select occupants of, the Program ("Marketing Plan"); SUBRECIPIENT shall change the Marketing Plan in response to CITY's comments, so long as such comments are commercially reasonable, will not have an adverse effect on selling the units, and conform to all statutory requirements that pertain to the Property, and shall resubmit the Marketing Plan for CITY review and approval; SUBRECIPIENT shall follow the Marketing Plan approved by CITY;

If SUBRECIPIENT fails to comply with the provisions of this section, and upon written notice to SUBRECIPIENT from CITY listing areas of noncompliance, fails to initiate corrective action within sixty (60) days from date of notice, such failure shall constitute a breach of this Agreement. CITY shall thereupon have the right to repayment from SUBRECIPIENT for the full amount of the grant.

5.20.4 Records and Audits. SUBRECIPIENT shall maintain records sufficient to

- show it has reasonably complied with all applicable provisions and requirements of this Agreement.
- **5.20.5** Records and Reports. SUBRECIPIENT shall create and retain accurate records of SUBRECIPIENT's efforts to market the Property and results of those efforts. At least annually, but more often if requested by CITY, SUBRECIPIENT will deliver to CITY, a report which includes, at a minimum, the following:
- **5.20.5.1** A description of marketing and outreach SUBRECIPIENT carried out during the reporting period, including such items as clipped notices, flyers, advertisements, and letters;
  - 5.20.5.2 Identification of each applicant's referral source:
  - 5.20.5.3 Race, ethnicity, gender and disability status of each applicant;
- **5.20.5.4** Family income, estimated monthly payment for home sale from the SUBRECIPIENT, family size, race or ethnicity, gender and disability status of each person who is a tenant during the reporting period.
- 5.20.6 Audits. All SUBRECIPIENT records with respect to any matters covered by this Agreement shall be made available to CITY, its designee or the Federal Government, at any time during normal business hours, as often as CITY deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the CORPORATION within 30 days after receipt by it. Failure of CORPORATION to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. CORPORATION hereby agrees to have an annual audit conducted in accordance with current CITY policies concerning subrecipient audits and, as applicable, 2 CFR 200, Subpart F.
- **5.20.7** Delivery of Audit Results to CITY. The auditor shall deliver results said audit to CITY within 30 days of the audit's completion. CITY's acceptance of SUBRECIPIENT's audit reports does not prohibit CITY from performing any additional audit work CITY deems to be necessary or as necessary for CITY to comply with any administrative or audit requirements imposed by the Federal or State government.
- 5.20.8 Record Retention. As a condition of receiving federal financial assistance under this Agreement, SUBRECIPIENT shall comply with 2 CFR 200.333, "Retention Requirements for Records". Any agreement between SUBRECIPIENT and its independent auditor shall provide for access, during normal business hours, to the independent auditor's work papers, by Federal, State, and CITY auditors, or their authorized agents. SUBRECIPIENT's independent auditor shall retain, for review purposes, audit work papers for five (5) years from date of audit completion, or until three years after all audit-related issues are resolved, whichever occurs later. SUBRECIPIENT shall maintain all records related to this Agreement for five (5) years from Program Completion.
- **5.20.9** <u>Financial-Management System.</u> SUBRECIPIENT shall maintain a financial-management system which complies with 2 CFR 200.302, "Standards for financial and program management," except paragraph (a) thereof.
- **5.20.10** Payment Procedure. SUBRECIPIENT shall comply with the methods and procedures for payment outlined in 2 CFR 200.305, "Payment."

- **5.20.11** Procurement and Allowable Costs. SUBRECIPIENT shall comply with the requirements and standards of 2 CFR 200.320, "Procurement", and 2 CFR 200.405, "Allocable Costs."
- **5.20.12** <u>Subawards and Monitoring.</u> SUBRECIPIENT shall comply with the standards and requirements of 2 CFR 200.330, "Subrecipient and contractor determinations"; and 2 CFR 200.328, "Monitoring and Reporting Program Performance" [except paragraphs (b) through (d) and paragraph (f)]. Pursuant to 24 CFR 92.357. CITY has the right, but not the obligation, to monitor and supervise the administration and implementation of the Program for the duration of affordability period, plus five (5) years, to insure compliance with the requirements of the Act as it now exists or hereinafter amended, the federal regulations as now exist or hereafter promulgated pursuant to the Act, or guidelines developed by the federal government for administering or implementing the program, or any other statute, rule, regulation, or guideline applicable to the administration or implementation of the HOME Program.
- **5.20.13** Enforcement. SUBRECIPIENT shall comply with the standards and requirements of 2 CFR 200.338, "Remedies for noncompliance," and 2 CFR 200.339, "Termination."
- 5.20.14 <u>Disallowances and Adjustments.</u> SUBRECIPIENT shall account to CITY for any and all Program funds expended by SUBRECIPIENT or its officer, employee, agent, or representative, whether or not such officer, employee, agent or representative was acting within the scope of his or her employment. SUBRECIPIENT shall repay CITY, on demand, the full amount of any improperly-expended HOME Program funds, and shall comply with requirements of 2 CFR 200.344, "Post-closeout adjustments and continuing responsibilities". CITY may retain any funds of SUBRECIPIENT in CITY's possession to liquidate (in whole or in part) the debt resulting from any such improper expenditure.
- **5.20.15** <u>Collections.</u> SUBRECIPIENT shall comply with the standards and requirements of 2 CFR 200.345, "Collection of Amounts Due."
- 5.20.16 CITY Withholding of Funds. CITY may withhold funds from SUBRECIPIENT if SUBRECIPIENT is not complying with the Act, federal regulations thereunder, terms of the HOME Program from the federal government to the CITY, regulations of CITY to facilitate the administration of the HOME Program, the terms of this Agreement, or any other statute or regulation applicable to the HOME Program or administration. Should CITY become subject to any penalties because failure by SUBRECIPIENT, or SUBRECIPIENT's agent, to comply with all applicable federal, state, and local laws and regulations, SUBRECIPIENT shall be solely liable for any such penalties and shall fully reimburse CITY for any payments made or funding lost as a result.

#### 6. <u>DEFAULTS, REMEDIES AND TERMINATION</u>

<u>Defaults</u>. If SUBRECIPIENT is not in full compliance with the terms of this Agreement at any time during the term of this Agreement after CITY has commenced to disburse grant funds, CITY shall notify SUBRECIPIENT of such noncompliance and SUBRECIPIENT shall have sixty (60) days to cure provided however that if such default cannot reasonably be cured in such sixty (60) day period, SUBRECIPIENT shall have such further time as necessary to cure such default provided that SUBRECIPIENT commences the cure of same within such sixty (60) day period

and thereafter diligently pursues cure of same. If SUBRECIPIENT fails to cure the noncompliance, in addition to other rights and remedies permitted by the grant documents or applicable law, CITY may proceed with any or all of the following remedies in any order or combination the CITY may choose in its sole discretion:

- **6.1** Terminate this Agreement, in which event the entire principal amount outstanding, as well as any other monies advanced to SUBRECIPIENT by CITY under the grant including administrative costs, shall immediately become due and payable at the option of CITY; and
- **6.2** Bring an action in equitable relief (1) seeking the specific performance by SUBRECIPIENT of the terms and conditions of the grant agreement, and/or (2) enjoining, abating, or preventing any violation of said terms and conditions, and/or (3) seeking declaratory relief.
- 6.3 The injured party shall give written notice of default to the party in default, specifying the default complained of by the injured party. Additionally, CITY shall notify SUBRECIPIENT's partners of any default by SUBRECIPIENT. Except as required to protect against further damages, and except as otherwise expressly provided in this Agreement, the injured party may not institute proceedings against the party in default, nor shall the injured party be able to enforce any remedies or penalties provided hereunder, until sixty (60) days after giving such notice and only in the event such event of default is not cured as set forth in Section 6.1. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default.

Except as otherwise expressly provided in this Agreement, any failures or delays by either party in asserting any of its rights or remedies as to any event of default shall not operate as a waiver of any default or any such rights or remedies. Delays by either party in asserting any of its rights and remedies shall not deprive either party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

Upon the occurrence of an event of default, and subject to Section 7 hereof, the defaulting party shall be liable to the non-defaulting party for damages caused by such default. Nothing in this Agreement precludes the instigation of an action for specific performance of the terms of this Agreement.

CITY hereby agrees that any cure of any default that is made or tendered by the investor limited partner of the SUBRECIPIENT shall be deemed to be a cure by SUBRECIPIENT and shall be accepted or rejected on the same basis as if made or tendered by SUBRECIPIENT.

#### 7. INSURANCE

In addition to any other insurance or bond required under this Agreement, the SUBRECIPIENT (either itself or through its General Partner) shall procure and maintain for the duration of this Agreement the following types and limits of insurance ("basic insurance requirements" herein):

7.1. <u>Automobile liability insurance</u>, 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:

Provide coverage for owned, non-owned and hired autos.

7.2. 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:

Provide contractual liability coverage for the terms of this Agreement.

Provide unlimited products and completed operations coverage.

Contain an additional insured endorsement in favor of the CITY, its mayor, council, officers, agents, employees and volunteers.

All policies shall be written on a first-dollar coverage basis, or contain a deductible provision. Subject to advance approval by the CITY, SUBRECIPIENT 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.

7.3. Workers' compensation insurance covering the SUBRECIPIENT's general contractor 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 CITY, its mayor, council, officers, agents, employees and designated volunteers.

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

Except for workers' compensation, insurance is to be placed with insurers with a Bests' rating as approved by CITY's Risk Manager, but in no event less than A:VII. Any deductibles, self-insurance retentions or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Bests' A:VII, must be declared prior to execution of this Agreement and approved by CITY in writing.

Unless otherwise approved by CITY's Risk Manager, all policies shall contain an endorsement providing CITY with (10) days notice of cancellation for nonpayment of premium and thirty (30) days written notice of cancellation for all other reasons. SUBRECIPIENT shall provide CITY notice of any 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.

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 CITY.

The SUBRECIPIENT shall furnish CITY's 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.

Full compensation for all premiums which the SUBRECIPIENT is required to pay on all the insurance described herein shall be considered as included in the prices paid for the various items of work to be performed under the Agreement, and no additional allowance will be made therefor or for additional premiums which may be required by extensions of the policies of insurance.

It is further understood and agreed by the SUBRECIPIENT that its liability to CITY shall not in any way be limited to or affected by the amount of insurance obtained and carried by the SUBRECIPIENT in connection with this Agreement.

Unless otherwise approved by 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 CITY has approved lesser insurance requirements for SUBRECIPIENT.

7.4. <u>Builder's risk policy</u>: For the construction of buildings or structures with a value exceeding Two Million Dollars (\$2,000,000) shall carry the following builder's all risk insurance or other insurance as approved by CITY:

CONTRACTOR or SUBRECIPIENT shall purchase and maintain property insurance on a builder's risk "all risk" or equivalent policy form naming CITY as a named insured. Builder's risk policy shall be in an amount equal to the actual cash value of the building on completion and the deductible shall be in an amount acceptable to CITY. The policy shall stay in force until completion of the program.

All policies required of the SUBRECIPIENT shall be primary insurance as to CITY, its mayor, council, officers, agents, employees, or designated volunteers and any insurance or self-insurance maintained by CITY shall be excess of the SUBRECIPIENT's insurance and shall not contribute with it.

- **7.5.** THIRD PARTY CLAIMS. CITY will timely notify SUBRECIPIENT of third party claims relating to this contract. CITY shall be allowed to recover from SUBRECIPIENT, and SUBRECIPIENT shall pay on demand, all costs of notification.
- 7.6. INDEMNITY. SUBRECIPIENT 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 SUBRECIPIENT, SUBRECIPIENT'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. This obligation to indemnify shall survive termination of this Agreement and repayment of the CITY loan.

### 7.7. ASSIGNMENT.

Prohibition. Except as provided herein, neither this Agreement, nor any

interest in it, may be assigned or transferred by any party without the prior written consent of all the parties. Any such assignment will be subject to such terms and conditions as CITY may choose to impose.

Permitted Assignments and Transfers. Notwithstanding any other provision of this Agreement to the contrary. City approval of an assignment or transfer of this Agreement or conveyance of the Program or any part thereof shall not be required in connection with any of the following (the "Permitted Transfers"):

- **7.8.** Assignment of this Agreement to a limited partnership whose general partner is an affiliate of the SUBRECIPIENT or an affiliate that has been formed for the purpose of developing, owning and operating the Program.
- **7.9.** A conveyance of a security interest in the Property in connection with any senior loan and any transfer of title by foreclosure, deed or other conveyance in lieu of foreclosure in connection therewith.
  - 7.10. The removal and replacement of SUBRECIPIENT's general partner.
- 7.11. <u>BINDING EFFECT</u>. 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.
- **7.12.** <u>REMEDIES.</u> The remedies provided in this Agreement are cumulative and are in addition to any other remedies in law or equity which may be available to CITY. The election of one or more remedies shall not bar the use of other remedies unless the circumstances make the remedies incompatible.
- 7.13. 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.
- 7.14. MERGER AND MODIFICATION. This Agreement sets forth the entire Agreement between the parties and supersedes all other oral or written representations. With the exception of an assignment to SUBRECIPIENT, this Agreement may be modified only in a writing approved by the CITY Council and signed by all the parties.
- 7.15. <u>INDEPENDENT CONTRACTOR</u>. This Agreement calls for the performance of the services of SUBRECIPIENT as an independent contractor. SUBRECIPIENT 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 SUBRECIPIENT other than that of an independent contractor.
- **7.16.** 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.
- 7.17. CORPORATE AUTHORITY. Each individual signing this Agreement on behalf of entities represent and warrant that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

- 7.18. CONFLICTS OF INTEREST. SUBRECIPIENT stipulates that corporately, or individually, the firm, its employees and subconsultants have no financial interest in either the success or failure of any program which is dependent upon the result of the work prepared pursuant to this Agreement.
- 7.19. <u>TERMINATION OF AGREEMENT</u>. This Agreement may be terminated by either party in accordance with 2 CFR 200.339. CITY shall only convey to SUBRECIPIENT funds for work done prior to the effective date of termination.

This Agreement shall be in effect from the date of execution through the Period of Affordability, except that SUBRECIPIENT shall retain records as required in this Agreement.

- **7.20.** EXECUTION. This Agreement is effective upon approval and execution by CITY after approval and execution by SUBRECIPIENT. 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.
- **7.21.** NOTICES. All notices relative to this Agreement shall be given in writing and shall be personally served or sent by certified or registered mail and be effective upon actual personal service or four calendar days after 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

SUBRECIPIENT: Ventura County Community Development Corporation

Attn: Bertha Garcia

2231 Sturgis Road, Suite A

Oxnard, CA 93030

Copies of all notices delivered by the City to the SUBRECIPIENT after the Close of Escrow shall be delivered to the SUBRECIPIENT'S investor limited partner at a notice address to be provided to the CITY in writing.

- **7.22.** 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.
- **7.23.** <u>FURTHER ASSURANCES</u>. 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.
- 7.24. <u>NEGATION OF PARTNERSHIP</u>. CITY shall not become or be deemed a partner or joint venture with SUBRECIPIENT or associate in any such relationship with SUBRECIPIENT by reason of the provisions of this Agreement. SUBRECIPIENT shall not for any purpose be considered an agent, officer or employee of CITY.

- 7.25. No officer or employee of the CITY shall hold any interest in this Agreement (California Government Code section 1090).
- 7.26. SUBORDINATION OF AFFORDABILITY RESTRICTIONS. CITY finds that an economically feasible method of financing for the construction and operation of the Program, without the subordination of the affordable housing covenants as may be set forth in this Agreement and the Regulatory Agreement, is not reasonably available. The CITY shall make the affordable housing covenants set forth in this Agreement and the Regulatory Agreement junior and subordinate to the deeds of trust and other documents required in connection with the construction and permanent financing for the Program approved by the CITY. Any subordination agreement entered into by the CITY shall contain written commitments which the CITY finds are reasonably designed to protect Agency's investment in the event of default under such senior financing.
- 7.27. FORCE MAJEURE. In addition to specific provisions of this Agreement, a party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, governmental restrictions imposed or mandated by governmental entities, enactment of conflicting State or Federal laws or regulations, new or supplementary environmental regulations enacted by the State or Federal government, or litigation (any of the foregoing, "Force Majeure"). An extension of time for such cause may be mutually agreed upon by the parties hereunder for the period of the enforced delay or longer.

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

"CITY"	"SUBRECIPIENT"
CITY OF BAKERSFIELD	Ventura County Community Development Corporation
By: Karen Goh Mayor	By: Bertha Garcia President/CEO
APPROVED AS TO FORM: VIRGINIA GENNARO City Attorney By: JOSHUA H. RUDNICK Deputy City Attorney II	
APPROVED AS TO CONTENT: ECONOMIC AND COMMUNITY DEVELO	PMENT DEPARTMENT
By: CHRISTOPHER BOYLE Development Services Director	
COUNTERSIGNED:	
By: RANDY MCKEEGAN Finance Director	

# Schedule A

# Program Scope

Ventura County Community Development Corporation ("SUBRECIPIENT" herein), and the City of Bakersfield ("CITY" herein), agree to enter into an agreement establishing the "Hope to Home" — Downpayment Assistance (DPA) program. The program will provide downpayment assistance in the amount of up to \$23,000 per household to assist first-time, low-to moderate-income (up to 80% of the Area Median Income) families in purchasing a home in the City of Bakersfield. The DPA program will include pre and post purchase education and counseling to DPA program borrowers. All education and counseling services will be delivered by HUD certified counselors and include budget development and financial literacy.

# **Program Details**

# Duration of Agreement - Recapturing

All units purchased through the DPA program shall be sold and occupied by lowincome, first-time homebuyers as established by HUD rule under 24 CFR Section 92.2. The sales price for each sale shall be established by a certified appraisal, not to exceed the HUD's established limit of 95 percent of the median purchase price for the area based on Federal Housing Administration (FHA) single family mortgage program data. Program HOME funds will be in the form of a loan used as downpayment gap assistance in order to help low-income families purchase a home. The Program HOME loan shall be no less than second only to the borrower's primary loan. The affordability requirements of 24 CFR 92.254 will be enforced for no less than ten (10) years. beginning after closing of the purchase. SUBRECIPIENT shall recapture the entire amount of the DPA assistant with interest as indicated in the program guidelines from the borrower consistent with 24 CFR 92.254(a)(5)(ii). Program income and recaptured funds shall be retained by SUBRECIPIENT and must continue to be used within the City of Bakersfield for HOME eligible programs. SUBRECIPIENT shall report annually on its program income and recaptured funds and what programs are being proposed to utilize those funds. SUBRECIPIENT agrees to work with CITY to establish an annual reporting form to document continued compliance of the reused HOME funds.

SUBRECIPIENT shall manage the day-to-day operations of the program, including marketing the program, qualifying eligible buyers, and handling transactional escrows. SUBRECIPIENT shall determine income-qualifications all DPA program applicants to ensure that the HOME assistance given to each applicant is not in excess of what is needed to purchase the home. To do so, SUBRECIPIENT shall calculate the applicant's first mortgage by maximizing their loan amount not to exceed a 45% backend total debt ratio and a frontend 35% PITI (principal, interest, taxes, and insurance) payment. Furthermore, SUBRECIPIENT agrees to income qualify all applicants in accordance with the definition of income established in 24 CFR Part 5.

# Funded Amount & Disbursements

The City of Bakersfield will grant VCCDC, as the SUBRECIPIENT, up to \$250,000 for the DPA program. This program will assist at least 10 City of Bakersfield families earning low-to moderate-income (up to 80% of the Area Median Income), with \$23,000 each in down payment assistance, in addition to a \$2,000 program delivery cost per loan for a total of \$25,000 for each DPA transaction. SUBRECIPIENT will be responsible for leveraging monies from other grants and partnerships, to provide up to an additional \$25,000 in assistance, for a possible total of approximately \$48,000 per family.

CITY will provide the SUBRECIPIENT with a check and deliver it prior to or on closing day upon SUBRECIPIENT's submittal of request of funds for payment of specific allowable costs (per 24 CFR 92.206), and only in amounts needed to pay such costs as identified in 24 CFR 92.206 SUBRECIPIENT shall give written request to CITY at least 20 days in advance of a closing in which a DPA program borrower is expected to receive funding from the DPA program.

Prior to SUBRECIPIENT requesting release of program funds, SUBRECIPIENT shall be responsible for;

- Implementing DPA program consistent with the Home Loan Program Guidelines, as reviewed and approved by CITY.
- 2. Ensuring the DPA program applicants are income eligible as defined in Section of 8 (part V), and refer program applicants to a financial institution (lender) that has demonstrated interest in participating in the DPA program.
- Providing borrowers with pre and purchasing education prior to closing, post purchasing education shall be provided upon close of escrow.
- 4. Ensure that properties to be purchased with HOME program funds are an eligible unit, as described in 24 CFR 92.254 and further defined in 24 CFR 92.2
- 5. Ensure maximum purchase price do not exceed HOME affordable homeownership limits provided by HUD for newly constructed housing and for existing housing as enumerated in 24 CFR 92.254.
- 6. Ensure that each unit is inspected by CITY to verify that it meets the standards described according to the guidelines in 24 CFR 92.251(a)(2).
- 7. Provide CITY with completed application packages for borrowers, including but not limited to: proof of income, written assurance DPA program borrower's credit criteria meets program guidelines, current credit report, three months copies of paycheck stubs, three months copies of bank statements, two years copies of

- complete tax returns, copy of appraisal, copy of borrower counseling certificate, and escrow instructions.
- Records, execute and/or sign all necessary documents i.e. Borrowers Program
  Agreement, Deed of Trust, Promissory Note, and Owner Occupancy Covenant
  between CITY, SUBRECIPIENT and borrower as applicable, prior to transfer of
  property

# **Program Time Frame**

All funds granted to VCCDC shall be expended no later than June 30, 2022. SUBRECIPIENT shall be responsible for notifying the CITY at least 90 days in advance its intent to request an extension if program funds will not be expended prior to June 30, 2022. CITY at its sole discretion will make a determination to approve or deny the request.

Failure to complete the program as agreed upon, or to comply with HOME Program and other applicable local, state or federal requirements, can result in a breach of this agreement and cause any HOME funds drawn or incurred to become immediately due and repayable to the CITY.

Program time frame shall be as follows:

Activity	Estimated Completion
Conduct Program Outreach & Marketing	January 2021 – ongoing
Conduct Reception(s) of DPA Program Applications	January 1, 2021 – ongoing
Conduct DPA Program Application Reviews	February 1, 2021 - ongoing
Conduct Referral of Program Eligible Applicants to Realtors	February 1, 2021 – ongoing
Open Escrow for Final Sale/Move In	February 1, 2021 – June 30, 2022

### Budget

Downpayment Assistance Loan	\$23,000 per borrower (10 borrowers)
Program/ Administrative Delivery Cost	\$2,000 per loan (10 loans)
TOTAL	\$250,000

### Reporting

The SUBRECIPIENT shall be responsible for ensuring that all documents related to the program be kept for a period of five (5) years after the program is completed, including the completion of the required affordability period as it pertains to loans being made under the program Records to be retained include, but are not limited to: DPA calculation worksheets, commitment letters, request for release of funds, program

records, program records, financial records, equal opportunity records, records demonstrating compliance with the income determination and requirements of 24 CFR 92.203, record keeping requirements of 24 CFR 92.508, records demonstrating compliance with the lead-based paint requirements of 24 CFR 92.355, records supporting exceptions to the conflict of interest prohibition pursuant to 24 CFR 92.356, and any other records as are deemed necessary by the CITY to assure a proper accounting and monitoring of all HOME Funds. In the event the CITY determines that such records are not being adequately maintained by SUBRECIPIENT, the CITY may cancel this AGREEMENT.

Additionally, SUBRECIPIENT shall provide CITY with a quarterly report. Said quarterly reports shall include at minimum; number of DPA applications received, number of qualified applications, number of approved applications, and timelines on home loans closing. Quarterly reports shall be submitted as indicated below.

Quarter	Period	Quarterly Report Due
1sl	January 1 – March 31	April 30
2 <sup>nd</sup>	April 1 – June 30	July 30
3rd	July 1 – September 30	October 30
4 <sup>th</sup>	October 1 – December 30	January 30

SUBRECIPEINT shall be responsible for conducting an annual monitoring for DPA program borrowers. Reporting forms shall include program borrower's self-certification and signed statement letters of owner occupy to ensure compliance with the Covenant of Owner Occupancy.

### **EXHIBIT "A"**

# AGREEMENT NO. \_\_\_\_

### **DOWN PAYMENT ASSISTANCE PROGRAM**

# (BORROWER Name)

# (Property Address)

THIS AGREEMENT is made and entered into on <u>Date of Loan Signing</u> by and between the CITY OF BAKERSFIELD, a California charter city and municipal corporation (hereinafter "CITY"), and CLIENTS NAME(S) hereinafter "BORROWER").

### RECITALS:

WHEREAS, The Congress of the United States has enacted the "HOME Investment Partnerships Act" (hereinafter called "said Program") at 42 USC 12741 et. seq. of the Cranston-Gonzalez National Affordable Housing Act and amendments (hereinafter called "said ACT"); and

WHEREAS, CITY has submitted certain documents to the Department of Housing and Urban Development (hereinafter called "HUD") hoping to receive funds pursuant to said Program; and

WHEREAS, CITY is empowered, under said Program, to administer funds received under said Program and to enter into agreements with qualified homebuyers; and

WHEREAS, BORROWER desires to acquire a single-family residence located at the address listed above, in the City of Bakersfield ("the Property"). A legal description of the Property is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, CITY desires to assist BORROWER by loaning HOME funds to be used toward the down payment and closing costs required to purchase the Property.

NOW, THEREFORE, CITY and BORROWER mutually agree as follows:

#### I. Definitions

A. Except to the extent modified or supplemented by any said Program agreement between CITY and HUD, any term defined in said ACT or said Program, shall have the same meaning when used herein.

B. "Loan" means City's loan of said Program funds to BORROWER to assist in the purchase of the Property.

- C. "Program" means the acquisition of a single-family residence located at the address listed on page 1 of this Agreement, to be owned by and occupied as the principal residence of BORROWER.
  - D. "Program Costs" means the total costs of the Program incurred by the BORROWER.
- E. "Project Completion" shall be deemed to have occurred when the project, as defined in this Agreement, has closed escrow and title to the Property has been conveyed to BORROWER, there has been compliance with all applicable laws and regulations and the Program meets the definition of Program Completion as specified at 24 CFR 92.2.
- F. "Affordability Period" is a period of ten (10) years from the date of recordation of the deed of trust securing performance under this Agreement, during which time BORROWER agrees to comply with the terms and conditions contained in this Agreement. The "Affordability Period" and related terms and conditions shall remain in place independent of early repayment of the Loan. The Affordability Period and related terms conditions will terminate upon transfer of property title to another owner, whether voluntary or involuntary.
- G. "Primary Lender" is the lending institution which is providing the non-CITY supplied funds for the purchase of the Property.

### II. PURPOSE

The purpose of this Agreement is to provide for principal buy down, down payment, and/or closing costs required for the acquisition of a single-family residence to be owned by and occupied as the principal residence of BORROWER, to the extent that BORROWER qualifies at the maximum income allowable purchase price.

### III. LOAN TERMS AND CONDITIONS

The Loan commitment made pursuant to this Agreement shall be in accordance with the following terms and conditions:

- A. Loan and Note. Subject to the terms and conditions of this Agreement, CITY hereby agrees to make available to BORROWER and BORROWER hereby agrees to accept from CITY the amount of LOAN AMT SPELLED OUT (\$XX,XXX,XX). The obligation of BORROWER to repay this Loan shall be evidenced by a promissory note ("Note") from the BORROWER in a form satisfactory to CITY, attached hereto as Exhibit "C", fully secured by the Property, and payable to the order of the CITY, or its assigns, for the amount of the Loan. The Loan shall bear a 2.00% as specified in the Note.
- B. <u>Term and Repayment</u>. The term of the Loan shall be of thirty (30) years, commencing with the date of the Note and shall end as stated therein.
- If, at any time during the term of the Note, BORROWER allows conveyance of the title to the Property, or fails to occupy the Property as BORROWER's principal place of residence, the Note shall be immediately due and payable to CITY or its assigns.
- C. Execution of Deed of Trust. To secure performance of all conditions of this Agreement, and full repayment of any sums payable by BORROWER hereunder, BORROWER shall execute a Deed of Trust on the Property in favor of VCCDC, attached hereto as Exhibit

"D". Said Deed of Trust shall be free and clear of any and all prior liens, except Primary Lender's First Deed of Trust.

Said Deed of Trust shall provide that if the Property is sold, conveyed, transferred, encumbered (other than as provided for in this Agreement) or full or partial possessory rights therein transferred, then the CITY may declare all sums secured by said Deed of Trust, due and payable.

- Disbursal of Funds Contingent upon Receipt. City's participation is dependent upon Program funds being made available to CITY from HUD for the purpose of this Agreement. In the event that such funds are not received by CITY, BORROWER agrees that CITY, at its sole option, may terminate or suspend this Agreement until such funds are received. BORROWER hereby agrees to and grants said option to CITY without reservation or claim for future cause of action based thereon. Furthermore, CITY is obligated by this Agreement only if BORROWER complies with all applicable Federal, State and Local laws and requirements now or hereinafter in effect.
- E. <u>No Assumption of Liability</u>. CITY assumes no responsibilities or liability to BORROWER or any other party, for any action or failure of any vendor or any other party with respect to the Program.
- F. Occupancy and Affordability Covenants. BORROWER shall occupy the Property as his/her/their principal place of residence throughout BORROWER's ownership, and, if the Property is later sold by BORROWER, the loan shall become due. These obligations to occupy the Property shall remain in effect for the longest feasible time, but not less than ten (10) years from the date of closing. BORROWER agrees to record an Agreement Containing Covenants stating these promises, in a form approved by CITY, at the time BORROWER closes escrow. Said Agreement Containing Covenants shall be subordinated only to the Primary Lender's First Deed of Trust. Repayment of the Loan shall not automatically terminate the Agreement Containing Covenants. Agreement containing covenants will be terminated through transfer of title to the property, or completion of the period of affordability as required under 24 CFR 92.254.

# IV. DISBURSEMENT OF LOAN PROCEEDS

Loan proceeds shall only be used to pay for eligible Program Costs and shall, on behalf of and to assist BORROWER, be paid to the order of a title company designated by BORROWER or lender holding the First Deed of Trust and approved by CITY.

Prior to CITY disbursing Loan proceeds, BORROWER or lender holding the First Deed of Trust shall provide CITY with documentation acceptable to CITY's Economic and Community Development Department, of Program Costs incurred.

# V. CONDITIONS OF LENDING

The obligation of CITY to make the Loan and to subsequently disburse proceeds shall be subject to the prior fulfillment of each and every one of the following conditions:

A. <u>HUD Release of Funds</u>. HUD shall have released the funds for this Program. CITY shall make the application for such release of funds.

- **B.** Approval of Others. BORROWER shall have secured all necessary approvals or consents required with respect to this transaction by any mortgagor, creditor or other party having any financial interest in the Property.
- C. <u>Property Standards</u>. The Property shall meet CITY's housing quality standards and be free of any and all defects that pose a danger to health and safety.
- D. <u>Flood Disaster Protection</u>. BORROWER shall abide by the requirements of the Flood Disaster Protection Act of 1973. BORROWER shall also comply with the provision of Executive Order 11988 related to evaluation of flood hazards.
- E. <u>Affordable Housing</u>. The Property shall meet the HOME Program requirements at 24 CFR Part 92.254, including but not limited to the requirements that BORROWER, at the time of the purchase, qualify as a low-income family as defined by HUD and BORROWER will occupy the Property as its principal place of residence.

### VI. GENERAL REPRESENTATIONS AND WARRANTIES

BORROWER represents and covenants as follows:

- A. <u>Diligently Pursue the Program</u>. BORROWER shall obtain ownership of the Property within sixty (60) days from the date of the execution of this Agreement. If ownership of the Property is not conveyed to BORROWER within sixty (60) days from date of the execution of this Agreement, the CITY, at its sole discretion, may terminate this Agreement and no funds will be provided to BORROWER.
- **B.** Not in Default. BORROWER represents and warrants that BORROWER is not in default on any obligation, covenant or condition contained in any bond, debenture, note or other evidence of indebtedness or any mortgage or collateral instrument securing the same.
- C. <u>Taxes are Paid</u>. BORROWER represents and warrants that BORROWER has filed all tax returns which are required to be filed and has paid or made acceptable provision for the payment of all taxes which are shown as due pursuant to said tax returns or pursuant to any assessment levied against BORROWER or its personal or real property by any taxing agency (federal, state or local), and that no tax liability has been asserted by the Internal Revenue Service or other taxing agency (federal, state or local) for taxes materially in excess of those already provided for and BORROWER knows of no basis for any such deficient assessment. Notwithstanding the above, this shall not prevent BORROWER from contesting any tax assessment or governmental charge by appropriate proceedings.
- D. <u>No Adverse Change</u>. BORROWER certifies that there has been no adverse change in the financial condition of BORROWER since the date of application for CITY Loan.
- E. <u>Indemnification</u>. BORROWER agrees to indemnify, defend (upon request of CITY) and hold harmless the CITY, HUD, their agents, officers and employees and each of them, from any and all losses, costs, expenses, claims, liabilities, actions or damages, including liability for injuries or death to person or persons, or damage to property of BORROWER, CITY or third persons, which may arise out of any act or omission of BORROWER or BORROWER's agents, during the performance of this Agreement.

- F. Right of Inspection. BORROWER grants to CITY, HUD and their officers or agent, until the Loan referenced herein has been fully repaid or forgiven, the right at all reasonable hours to inspect the Property. BORROWER further agrees to provide CITY free access to BORROWER premises for the purposes of such inspection. CITY shall exercise all such inspection rights in such a manner as to not unreasonably interfere with the normal use of the Property by BORROWER.
- **G.** <u>Null and Void Covenants</u>. BORROWER agrees that in the event any provisions of this Agreement shall be declared null, void, invalid or otherwise unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall nevertheless remain in full force and effect. The provisions of all covenants, conditions and agreements described herein are deemed separate.

# VII. SPECIAL REPRESENTATIONS AND WARRANTIES

The assistance from CITY to BORROWER under the terms of this Agreement is made from funds provided to the CITY by the U.S. Department of Housing and Urban Development (HUD) through its HOME Program, and, as such, is subject to certain laws and Executive Orders. BORROWER hereby certifies that BORROWER shall obey the provisions of said ACT, and any amendments thereto, the federal regulations and guidelines now or hereafter in effect, the regulations now or hereafter enacted by CITY to facilitate the administration of CITY's Infill Homebuyers Assistance Program and any other statute, regulation or guideline applicable to that program.

CITY may withhold funds from BORROWER and/or terminate this Agreement if BORROWER is not complying with the provision of said ACT, federal regulation hereunder, terms of the HOME Program from the federal government to CITY, the regulations of CITY to facilitate the administration of this program, the terms of this Agreement, or any other statute or regulation applicable to this transaction.

No member of or delegate to the Congress of the United States, and no resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same. No employee of BORROWER, or BORROWER's designees or agents, no member of the City Council of CITY or any other public official who exercises any functions or responsibilities with respect to the Community Development Block Grant Program or the HOME Program during his tenure, or for one (1) year thereafter, shall have any interest, direct or indirect, or derive any benefit from the Program described in this Agreement.

### VIII. MISCELLANEOUS

A. <u>Non Walver of Remedies</u>. No failure or delay on the part of CITY in exercising any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. No modification or waiver of any provision of this Agreement, nor any consent to any department by BORROWER here from, shall be effective unless the same shall be in writing and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No notice to or demand on BORROWER in any case shall entitle BORROWER to any other or further notice or demand in similar or other circumstances.

B. <u>Notices</u>. All notices, consents, requests, demands and other communications made hereunder shall be in writing and shall be deemed to have been duly given if personally delivered or if mailed by certified mail, prepaid to CITY at its address set forth in the Deed of Trust and to BORROWER at the address below:

Property Address
Bakersfield, California 93301

Any such notice or other communication, if mailed, shall be deemed given three business days after deposit in the mail in accordance with this Section.

- C. <u>Survival of Representations and Warranties</u>. All agreements, representations and warranties made by BORROWER herein and any other document or certificate delivered to CITY in connection with the transactions contemplated by this Loan Agreement shall survive the delivery of this Agreement.
- D. Non-Assignment by BORROWER. BORROWER may not, and shall not have the power to, assign or attempt to assign its rights or delegate or attempt to delegate its duties under this Agreement or any of the CITY Loan documents without the prior written consent of CITY. Any actual or attempted assignment or delegation by BORROWER without City's express written consent shall be null and void.
- E. <u>CITY Reliance on Representations</u>. CITY may conclusively assume that the statements, acts, information and representations made orally or in writing by BORROWER or on its behalf by third parities are true and correct and CITY may absolutely rely thereon without any investigation or inquiry.
- F. <u>Incorporation by Reference</u>. All exhibits attached hereto are incorporated herein by reference and expressly made a part hereof by this reference.
- G. <u>No Brokerage Fees or Commissions</u>. BORROWER represents that it has not utilized or employed the services of any broker, finder or any other person or entity as the same concerns the obtaining of CITY assistance hereunder. BORROWER further agrees to hold CITY free and harmless and indemnify and defend CITY from any responsibility or liability for the payment of any commission, charge or brokerage fees to anyone which may be payable in connection with the obtaining of CITY assistance.
- H. Relationship between BORROWER and CITY. Nothing contained herein shall be deemed or construed by the parties hereto or by any third person to create the relationship of principal and agent or partnership or joint venture between the parties and no provisions contained herein or acts of the parties hereto shall be deemed to create any relationship between BORROWER and CITY other than the relationship of BORROWER and lender. BORROWER shall indemnify, defend and hold CITY harmless from any and all claims, demands, losses, expenses and other damages of any nature, including attorneys' fees, which may be or are asserted by any person, firm, corporation or other entity against CITY alleging that City's relationship herein with BORROWER, or any other person, firm, corporation or other party, constituted a joint venture, partnership or relationship of principal and agent.

### IX. MODIFICATIONS TO AGREEMENT

- A. Except as otherwise provided herein, the terms of this Agreement may only be modified by the written consent of the parties hereto.
  - B. This Agreement shall be in effect for the duration of the CITY Loan.
- C. CITY reserves the right to terminate this Agreement upon giving BORROWER notice of its intention to terminate at least fifteen (15) days prior to the effective date of the termination.
- D. Upon termination of this Agreement for any reason whatsoever, CITY Loan shall be accelerated and the total outstanding principal balance as of the date of termination shall be immediately due and payable to CITY or its assigns.

IN WITNESS WHEREOF, the parties hereto have each cause this Agreement to be duly executed as of the day and year first written above.

"CITY" CITY OF BAKERSFIELD	"BORROWER"	
By: KAREN GOH Mayor	By:CLIENT NAME	
APPROVED AS TO FORM: VIRGINIA GENNARO City Attorney	"BORROWER"	
By: JOSHUA H. RUDNICK Deputy City Attorney II	By: CLIENT NAME	
APPROVED AS TO CONTENT: ECONOMMIC AND COMMUNITY DEVELOP	MENT DEPARTMENT	
By: CHRISTOPHER BOYLE Development Services Director		
COUNTERSIGNED:		
By:		

# EXHIBIT "A"

# **LEGAL DESCRIPTION**

Legal Description

### EXHIBIT B

### AGREEMENT CONTAINING COVENANTS AFFECTING HOUSING

THIS AGREEMENT ("Agreement Containing Covenants") is entered into as of Date of Loan Signing, by and between CLIENTS NAME(S) (the "BORROWER"), and the CITY OF BAKERSFIELD, a California charter city and municipal corporation ("City").

WHEREAS, BORROWER is the owner of fee title to that certain real property (the "Property") located in the County of Kern more particularly described in Exhibit A attached hereto and incorporated herein by this reference; and

WHEREAS, City and BORROWER have entered into a Homebuyer Loan Agreement ("Homebuyer Agreement") for the purposes of allowing BORROWER to acquire affordable housing for persons and households of Low-and Moderate-Income, as more specifically described in that Homebuyer Agreement between the City and the BORROWER relating to the Property, dated Date of Loan Signing; and

WHEREAS, pursuant to that Homebuyer Agreement, BORROWER shall acquire the Property, occupy it as BORROWER's principal residence and keep the Property affordable to persons and households of Low- and Moderate Income; and

WHEREAS, the Homebuyer Agreement contains certain provisions relating to the use of the Property, with respect to which the parties have agreed to execute and record this Agreement Containing Covenants;

# NOW, THEREFORE, CITY AND BORROWER COVENANT AND AGREE AS FOLLOWS:

- 1. The BORROWER covenants and agrees (for itself, its successors, its assigns, and every successor in interest to the Property or any part thereof) that the BORROWER, such successors, and such assigns, shall devote the Property (or any part thereof), for a period of ten (10) years, to the uses specified therefore in the Homebuyer Agreement, and this Agreement Containing Covenants attached to the Homebuyer Agreement as Exhibit B, (collectively, the "Restrictions") and incorporated herein by this reference. These uses include use of the Property as the principal place of residence of BORROWER.
- 2. For purposes of the Restrictions, a Low Income household is one whose household income does not exceed eighty percent (80%) of the area median income, adjusted for family size, as such figure is published from time to time by the United States Department of Housing and Urban Development ("HUD"), and a Moderate Income household is one whose household income does not exceed one hundred-twenty percent (120%) of the area median income, adjusted for family size, as such figure is published from time to time by HUD. The applicable income limits as of Date of Loan Signing, are set forth in Exhibit B, attached hereto and incorporated herein by this reference. Upon request of the BORROWER, the City shall provide to BORROWER the current income limits, as published by HUD, and such revised income limits shall be deemed to replace Exhibit B.
- 3. BORROWER covenants and agrees for itself, its successors, its assigns and every successor in interest to the Property or any part thereof, that there shall be no unlawful discrimination against or segregation of any person, or group of persons, on account of race,

color, religious creed, national origin, ancestry, physical disability (including HIV and AIDS - acquired or perceived), medical condition (including cancer), age, marital status, sex, sexual orientation or preference, or retaliation for having filed a discrimination complaint, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall the BORROWER itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Property.

- 4. The BORROWER shall refrain from restricting the sale, lease, sublease, rental, transfer, use, occupancy, tenure, or enjoyment of the Property (or any part thereof) on the basis of race, color, religious creed, national origin, ancestry, physical disability (including HIV and AIDS acquired or perceived), medical condition (including cancer), age, marital status, sex, sexual orientation or preference, or in retaliation for having filed a discrimination complaint. All such deeds, leases or contracts pertaining thereto shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:
- (a) "The grantee herein covenants by and for himself/herself, his/her heirs, executors, administrators and assigns, and all persons claiming under or through him/her, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, religious creed, national origin, ancestry, physical disability (including HIV and AIDS acquired or perceived), medical condition (including cancer), age, marital status, sex, sexual orientation or preference, or retaliation for having filed a discrimination complaint in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee himself/herself or any person claiming under or through him/her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land."
- 5. The expansive provisions contained in Paragraphs 3. and 4. of this Agreement, prohibiting discrimination and segregation for any conceivable use of the Property, shall not be deemed or construed to permit rental occupancy, or any use other than residential ownership of the Property. BORROWER's covenant of owner-occupancy shall not be circumvented by language prohibiting discrimination in any and all uses of the Property.
- 6. In amplification and not in restriction of the provisions set forth hereinabove, it is intended and agreed that City shall be deemed a beneficiary of the covenants and agreements provided hereinabove both for and in its own right and also for the purposes of protecting the interests of the community. All covenants without regard to technical classification or designation shall be binding for the benefit of City, and such covenants shall run in favor of City for the entire period during which such covenants shall be in force and effect, without regard to whether City is or remains an owner of any land or interest therein to which such covenants relate. City shall have the right, in the event of any breach of any such covenant or agreement, to exercise all the rights and remedies, and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach of covenant or agreement.
- 7. No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Agreement Containing Covenants shall defeat or render invalid or in any way impair the lien or charge of any mortgage or deed of trust or security interest permitted by the Homebuyer Agreement, provided, however, that any subsequent owner of the Property

shall be bound by such remaining covenants, conditions, restrictions, limitations, and provisions, unless such owner's title was acquired by foreclosure trustee's sale through the Primary Lender.

- 8. Only the City, its successors and assigns, and BORROWER and the successors and assigns of BORROWER in and to all or any part of the title to the Property shall have the right to consent and mutually agree to changes in, or to eliminate in whole or in part, any of the covenants, easements, or other restrictions contained in this Agreement Containing Covenants, or to subject the Property and/or manufactured housing units acquired pursuant to the Homebuyer Agreement to additional covenants, easements or other restrictions. City, its successors and assigns, and BORROWER and the successors and assigns of BORROWER in and to all or any part of the title to the Property shall have the right to consent and mutually agree to changes in, or to eliminate in whole or in part, any of the covenants, easements, or restrictions contained in this Agreement Containing Covenants or to subject the Property to additional covenants, easements, or other restrictions without the consent of any tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under a deed of trust, or any other person or entity having any interest less than a fee in the Property.
- 9. The covenants established in this Agreement, shall, without regard to technical classification and designation, be binding on the BORROWER and any successor in interest to the Property or any part thereof for the benefit and in favor of the City, its successors and assigns. Except as set forth below, the covenants contained in this Agreement shall remain in effect for not less than ten (10) years from the date of this Agreement Containing Covenants. The covenants against discrimination (as described in Paragraphs 3 and 4) shall remain in perpetuity.

IN WITNESS WHEREOF, the City and the BORROWER have executed this Agreement Containing Covenants.

"CITY" City Of Bakersfield	"BORROWER"	
By: KAREN GOH Mayor	By: CLIENT NAME	
APPROVED AS TO FORM; VIRGINIA GENNARO City Attorney	"BORROWER"	
By:	By:CLIENT NAME	

(more signatures follow)

APPROVED AS TO CONTENT:

ECONOMIC & COMMUNITY DEVELOPMENT DEPARTMENT

By: CHRISTOPHER BOYLE Development Services Director
COUNTERSIGNED:
<b>-</b>
By:

# **EXHIBIT "A"**

# **LEGAL DESCRIPTION**

Legal Description

# EXHIBIT "B"

# **INCOME LIMITS**

Number of Persons in Family	HUD 80% Median	HCD 120% Median
1	\$39,150	\$59,400
2	\$44,750	\$67,900
3	\$50,350	\$76,350
4	\$55,900	\$84,850
5	\$60,400	\$91,650
6	\$64,850	\$98,450

**HUD** EFFECTIVE July 1, 2020 **HCD** EFFECTIVE April 30, 2020

### **EXHIBIT "B"**

# CITY OF BAKERSFIELD HOPE TO HOME – LOAN AGREEMENT-HOME

THIS HOMEBUYER LOAN PROGRAM LOAN AGREEMENT ("Loan Agreement") by and between [\*\*\*INSERT PARTY NAME, i.e., JOHN SMITH\*\*\*] ("Borrower") and the Ventura County Community Development Corporation, a California corporation ("Corporation") is made and entered into as of [\*\*\*INSERT DATE\*\*\*]. Corporation and Borrower are sometimes individually referred to as "Party" and collectively as "Parties."

### RECITALS

A. Borrower proposes to acquire a single-family residence, condominium unit, cooperative unit or manufactured home located within the City of Bakersfield to be owned and occupied by Borrower as his or her principal residence. A legal description of the property located at [***INSERT ADDRESS***], City of [***INSERT CITY***], County of Kern, State of California (APN: []) is attached hereto as Exhibit A and incorporated herein by this reference (the "Property").
B. FOR VALUE RECEIVED, the undersigned, (the "Borrower") hereby
promises to pay to the order of Ventura County Community
Development Corporation ("Lender") at the following
address 2231 Sturgis Road, Oxnard, CA 93030, Suite A or at
such other place as the holder may from time to time designate by written
notice to Borrower, in lawful money of the United States, the sum of
Dollars (\$0.00) with simple interest at the rate of 2% percent per
annum on the unpaid principal balance from the date of this Note, until paid.
The obligation of the Borrower with respect to this Note is secured by that
certain Hope to Home Loan Program Deed of Trust Loan No.
(the "Deed of Trust"), and executed by the Borrower concurrently
herewith.
C. The City of Bakersfield in collaboration with VCCDC, has established the
Homebuyer Program (the "Program"), which utilizes The HOME Investment Partnerships
Program (HOME) Funds to assist eligible and qualified households earning up to 80% of the Kern
County Area Median Income in the purchase of a home, consistent with the Department of Housing
and Urban Development, Section 8 (Part V) methodology.
and orbiti Development, decitor of the vymethodology.

Borrower desires to receive a loan under the Program and Corporation is willing to make such a loan available pursuant to the terms and conditions contained herein, the 42 U.S.C. §§ 5301 et seq., 24 HOME 24 CFR Part 92, and other applicable Federal statutes and regulations.

D.

E.

loan to assist Borrower in the purchase of the Property.

form of a loan to assist Borrower in the purchase of the Property.

As part of the Program, Corporation desires to make HOME funds available as a

Corporation is authorized to implement the Program and to commit funds in the

NOW THEREFORE, in consideration of the recitals specified above and the mutual covenants hereinafter contained and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### **Use of HOME Funds**

1. The terms and conditions of the Program, as they exist on the date of this Loan Agreement, are incorporated herein by reference as though fully set forth herein. In case of any irreconcilable disagreement between the Note (defined below) and the Program or this Loan Agreement, the Program shall govern.

#### Loan

2. Subject to the terms and conditions set forth herein, Corporation shall lend to Borrower and Borrower shall borrow from Corporation the sum of [\$\_\_\_\_] in the form of a Homebuyer Loan (the "Loan") with a term of thirty (30) years. The affordability term is for 10 years. Refer to Section 7.

The Loan shall be used as gap financing for part of Borrower's down payment and/or closing costs for the purchase of the Property. Borrower shall not use proceeds from the Loan for any other purpose or manner. Failure to comply with the foregoing requirement shall constitute a material breach of the terms and conditions of this Loan Agreement. Pursuant to the requirements of the Program, Borrower shall contribute a minimum of one percent (1%) of borrower's own funds toward the purchase of the Property.

### Corporation Commitment

3. Corporation's commitment to make the Loan shall begin at the time of eligible Borrower's opening of a bona fide residential contract to purchase and expire once said contract's written cancellation or declination.

### Disbursement of Funds

4. Corporation shall disburse the Loan proceeds in accordance with Corporation's current policies for the Program, which are incorporated herein by this reference.

#### Note:

5. The amount of the Loan shall be evidenced by a promissory note to the order of the Corporation in substantially the form attached to this Loan Agreement as **Exhibit C** (the "Note"). For real property, Borrower shall execute the Note concurrent with the disbursement of the Loan proceeds, which shall be secured by a Subordinated Deed of Trust of the same date as the Note that is executed by Borrower and recorded against the Property in substantially the form attached to this Loan Agreement as **Exhibit D**.

# Warranties and Representations

6. Borrower warrants and represents to Corporation that (i) Borrower is eligible to participate in the Program, (ii) the Property will be Borrower's principal residence,

throughout the life of this Loan Agreement, (iii) all statements of fact made by Borrower to Corporation for the purpose of obtaining the Loan, whether in an application or otherwise, are true and correct to the best of Borrower's information and belief, and (iv) the information in all documents, or copies of documents, provided by Borrower to Corporation for the purpose of obtaining the Loan is true and correct to the best of Borrower's information and belief. Borrower's warranties and representations shall survive the closing of the Loan and the disbursement of the Loan proceeds.

### Affordability

7. Borrower shall maintain the Property as his or her principal residence for the duration of the affordability period. For purposes of this Loan Agreement, "affordability period" shall mean the duration of time commencing on the date of the Note and ending in ten (10) years thereafter.

### Recapture

8.

a. Should Borrower transfer (as that term is defined in the Note) the Property during the affordability period, Corporation shall require that Borrower pay the full amount of the Loan in the order of recordation.

### **Annual Certifications**

9. Corporation shall send out an annual request for certification of compliance. Borrower shall sign a certified statement stating that the Property is owner-occupied as stated in the requirements of this Loan Agreement, and provide a copy of a utility bill, property tax statement, insurance statement, as further backup.

### Other Program Requirements

10. Borrower acknowledges receiving a Protect Your Family from Lead in Your Home pamphlet and also that seller and or agent has disclosed any known lead-based paint hazards within the Property and has received copies of all information such as risk assessments and inspections that the seller and or agent has disclosed as having in their possession.

### Breach, Default

11.

- a. Failure or delay by the Borrower to honor or perform any material term or provision of this Loan Agreement shall constitute a breach; provided, however, that if Borrower commences to cure, correct or remedy the alleged breach within thirty (30) calendar days after the date of written notice specifying such breach and shall diligently complete such cure, correction or remedy, Borrower shall not be deemed to be in default hereunder.
- b. Corporation shall give Borrower written notice of breach specifying the alleged breach which if uncured by Borrower within thirty (30) calendar days, shall be deemed to be a default hereunder. Delay in giving notice shall not constitute a waiver of any breach or default nor shall it change the

time of breach or default; provided, however, Corporation shall not exercise any remedy for a default hereunder without first delivering the written notice of breach as specified in this Section.

c. Should any default hereunder occur and be continuing, the entire unpaid principal balance of the Loan, shall at Corporation's option, be immediately due and payable. Corporation may also pursue any other remedy available under the Note, the Deed of Trust, the Program, at law or in equity, or under any other agreement, instrument or document entered into by Borrower and Corporation. Borrower acknowledges that Section 711.5 of the California Civil Code provides Corporation with certain rights, including rights to deny assumption of the debt represented by the Note, to condition approval, and to accelerate the debt, all as more particularly set forth in the said Section.

#### Indemnification

12. Borrower, jointly and severally, covenants and agrees to indemnify, defend, protect and hold harmless Corporation and its officers, agents and employees, collectively and individually, for, from, and against any actions, suits, proceedings or claims, and all related costs and expenses (including, without limitation, reasonable attorneys' fees and costs and court costs incurred in connection therewith), based upon or arising out of this Loan Agreement, the Loan or its proceeds, the Note, or any matter or activity related thereto.

### Limitation of Liability

Borrower agrees that Corporation's participation in the Program, the Loan to Borrower, and Borrower's acquisition of the Property are solely for Borrower's benefit. Borrower acknowledges and agrees that Corporation assumes no responsibility or liability to Borrower or any other person for any matter related to or arising from the Property or the Loan, except as expressly set forth herein.

### Miscellaneous Terms

- No waiver of, or failure by any party to enforce, a provision, covenant, condition or right under this Loan Agreement shall be construed as a subsequent waiver of the same provision, covenant, condition or right, or a waiver of any other provision, covenant, condition or right. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act. The waiver of a provision, covenant, condition or right, or an extension of time, shall be effective only if made in writing.
- 15. This Loan Agreement binds, and is for the benefit of, the parties and their respective successors and permitted assigns. An assignment by Borrower of its rights under this Loan Agreement is prohibited and shall be void.
- 16. If any legal action, arbitration or other proceeding is brought for the enforcement of this Loan Agreement, or because of any alleged dispute, breach, default or misrepresentation in connection with this Loan Agreement, the successful or prevailing party shall be entitled to recover their reasonable attorneys' fees and

other costs incurred in that action or proceeding, and/or enforcing any judgment granted therein, in addition to any other relief to which it may be entitled. Any judgment or order entered in such action or proceeding shall contain a specific provision providing for the recovery of attorneys' fees and costs incurred in enforcing such judgment.

- 17. This Loan Agreement shall be governed by and construed under the laws of the State of California. All actions or proceedings arising in connection with this Loan Agreement shall be tried and litigated exclusively in the State and Federal courts for the County of Kern, State of California.
- 18. Any extension, modification or amendment of this Loan Agreement must be in writing and signed by the parties to be affected thereby or their respective successors in interest.
- 19. Each party shall, at its own cost and expense, execute and deliver such further documents and instruments, and shall take such other actions, as may be reasonably required or appropriate to carry out the intent and purposes of this Loan Agreement.
- 20. Any titles or headings used in this Loan Agreement are for convenience only, are not a part of this Loan Agreement, and shall have no effect upon its construction or interpretation. If any provision of this Loan Agreement is declared by a court to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other application of such provision or the balance of the provisions hereof, which shall, to the fullest extent possible, remain in full force and effect. In construing this Loan Agreement, no consideration shall be given to the fact or presumption that any party had a greater or lesser hand in the drafting of this Loan Agreement. Where appropriate in this Loan Agreement, words in the singular form shall include the plural and vice versa, and words in the masculine shall include the feminine and neuter and vice versa.
- 21. By executing this Loan Agreement, Borrower certifies that Borrower has read the foregoing and the exhibits, and Borrower understands and agrees to each and every
  - provision. Borrower further certifies that Borrower understands that Borrower's present and future legal rights and liabilities are affected by this Loan Agreement and that Borrower is free to consult an attorney regarding any matters of concern before signing this Loan Agreement.
- 22. This Loan Agreement may be executed in counterparts, all of which taken together shall be deemed one original.
- 23. This Loan Agreement represents the entire agreement by and between the parties hereto for the matter specified herein. No statement, representation, writing, understanding or agreement made by either party or a representative of either party shall be binding unless expressed herein.

This Loan Agreement is executed by the parties on the dates shown below:

LENDER	BORROWER	
Bertha Moreno Garcia, Executive Director	[***INSERT NAME***]	P
Date:	Date:	
	[***INSERT NAME***]	
	Date:	

### EXHIBIT C

# PROMISSORY NOTE SECURED BY A SUBORDINATED DEED OF TRUST/STATEMENT OF LIEN/CERTIFICATE OF LIEN

### Hope to Home Loan Program - HOME

Principal Amount: US \$[]	Date of Loan:
Oxnard, California	
	(the "Borrower") hereby promises to pay
	y Community Development Corporation ress 2231 Sturgis Road, Oxnard, CA 93030,
Suite A or at such other place as the holds to Borrower, in lawful money of the United Stassimple interest at the rate of 2% percent date of this Note, pursuant to that Home to H [***INSERT DATE***] (the "Loan Agreement property securing this Note or there is a default (difference are not sufficient funds to satisfy the full promises to pay Corporation the full amount as difference with respect to this Note is secured."	er may from time to time designate by written notice tes, the sum of Dollars (\$o.oo_) with per annum on the unpaid principal balance from the

- 1. <u>Security for Note</u>. For real property(single family dwellings), this Note is secured by a Subordinated Deed of Trust of the same date as this Note executed by Borrower, as Trustor, in favor of Corporation, as Beneficiary, (the "Deed of Trust"), which encumbers the real property described in the Deed of Trust (the "Property"). The holder of this Note shall be entitled to the benefits of the security provided by the Deed of Trust/Lien and shall have the right to enforce the covenants and agreements of Borrower contained in the Deed of Trust/Lien.
- 2. Incorporation of Homebuyer Loan and Loan Agreement. Reference is hereby made to the Homebuyer Loan Program HOME (the "Program") established by the City of Bakersfield in collaboration with Ventura County Community Development Corporation to assist low income persons to purchase a property in the City of Bakersfield and pursuant to which the loan represented by this Note is made. The Program is described in the published Homebuyer Loan Program Policies (the "Policies"). The terms and conditions of the Program, as they exist on the date of this Note, are incorporated herein by reference as though fully set forth herein. Reference is also hereby made to Loan Agreement made by Borrower and Corporation and related to the Program, which is incorporated herein by reference as though fully set forth herein. In case of any irreconcilable disagreement between this Note and the Program or the Loan Agreement, the Program shall govern.

3. <u>Transfer Defined.</u> In this Note, "Transfer" means (i) any sale, lease, rental, unauthorized financing, assignment or conveyance, voluntary or involuntary, of any interest in the Property, including, but not limited to, a fee simple interest, a joint tenancy interest, a tenancy in common interest or an interest evidenced by a land contract by which possession of the Property is transferred and Borrower retains title, but shall not mean a transfer by gift, devise or inheritance to a spouse, surviving joint tenant, revocable trust, or a transfer to a spouse as part of a dissolution proceeding or in connection with marriage, or (ii) any default, as that term is hereinafter defined.

### 4. Payment

- a. Borrower shall immediately, without notice or demand by Corporation, pay to Corporation the entire unpaid principal balance of this Note, upon any transfer or default (defined in section 7.
- 5. <u>Authorized Refinance</u>. Notwithstanding any provision to the contrary herein, Borrower does not transfer the Property if Borrower enters into a refinancing transaction subject to the following conditions: (i) the transaction represents a refinancing of the Borrower's then-current first mortgage financing; (ii) the refinancing loan bears for its entire term a fixed annual percentage rate, which is lower than the annual percentage rate of the then-current first mortgage financing;
  - the entirety of the net proceeds (defined as gross proceeds less reasonable and customary costs of processing the refinancing loan, obtaining appraisals, and the like, but not to exceed six percent (6%) of the refinancing loan amount in any event) are used to refinance the then-current first mortgage financing, i.e., no "cash out" to Borrower; (iv) the refinancing loan does not provide Borrower with the ability to obtain cash advances or other "cash out" options; (v) the Deed of Trust/Lien continues to occupy a recorded priority position no less than third to all other non-statutory liens and encumbrances; (vi) Borrower's monthly principal and interest expenses and/or the term of the refinancing loan is reduced vis-a-vis the then current first mortgage financing; (vii) Borrower has sufficient equity in the Property, and the Property is not underwater; (viii) Borrower is not currently in default of any of his or her obligations under this Note, the existing Loan Agreement or Deed of Trust; (ix) Borrower does not have a history of being in default of any of his or her obligations under this Note, the existing Loan Agreement or Deed of Trust; (x) all other conditions of the Loan Agreement between Borrower and Corporation remaining in full force and effect, except as otherwise specifically set forth in writing.
    - a. Should Borrower desire to engage in a refinancing transaction, Borrower shall obtain Corporation's prior written approval prior to the recordation of the deed of trust securing the refinanced first mortgage. Borrower shall at least fifteen (15) calendar days prior to the recordation of the deed of trust securing the refinanced first mortgage submit to Corporation in writing the following: (i) name and address of the lender; (ii) terms of the loan, including, but not limited to, principal, interest rate, term and loan fees; (iii) closing date

of the loan; (iv) copy of any proposed escrow instructions, loan application, or other agreements between Borrower and the lender. Corporation will make every effort to expeditiously review all submitted materials in a timely fashion. Borrower shall submit to Corporation any other written documentation reasonably requested by Corporation to verify the information set forth herein.

- 6. Prepayment. This Note may be prepaid in whole.
- 7. Default. The term "Default" as used in this Note is deemed to occur if Borrower is in material breach of any of its obligations under: (i) this Note; (ii) the Deed of Trust; (iii) the Loan Agreement; and (iv) the Program, and such material breach has not been cured within thirty (30) calendar days after Borrower has received written notice from the Corporation of such material breach; provided, however, that if the Borrower commences to cure, correct or remedy the alleged material breach within thirty (30) calendar days after the date of written notice specifying such breach and shall diligently complete such cure, correction or remedy, the Borrower shall not be deemed to be in default hereunder. Upon the occurrence of any default, Corporation may pursue any remedy available under the Deed of Trust, Loan Agreement or Program at law or in equity, or under any other agreement, instrument or document entered into by Borrower and Corporation. Borrower acknowledges that Section 711.5 of the California Civil Code provides Corporation with certain rights, including rights to deny assumption of the debt represented by this Note, to condition approval, and to accelerate the debt, all as more particularly set forth in the said Section. Corporation's delay or failure to exercise any of the foregoing options in case of any default shall not constitute a waiver of the right as to any subsequent or continuing default.
- 9. No Notice Required: Increased Interest Rate. Amounts due under this Note shall be paid without the necessity for notice or demand by Corporation and without offset or deduction of any kind. All amounts not paid within ten (10) days of the date due shall thereafter bear interest at the rate of the lesser of (i) ten percent per annum, or (ii) the maximum rate of interest permitted by law.
- 10. Borrower's Waivers. Borrower waives presentment; demand; notice of dishonor; notice of default or delinquency; notice of acceleration; notice of protest and nonpayment; notice of costs, expenses, or losses and interest; notice of interest on interest and late charges; and diligence in taking any action to collect any sums owing under this Note or in proceeding against any of the rights or interests to properties securing payment of this Note. Time is of the essence with respect to every provision of this Note. To the fullest extent permitted by law, Borrower waives the defense of the statute of limitations in any action on this Note or to recover on the security for this Note.
- 11. <u>Waivers by Corporation</u>. Every waiver by Corporation of any right under this Note, the Deed of Trust, the Loan Agreement or the Program must be made in writing and shall be limited to the express written terms of the waiver.
- 12. No Release or Discharge. Corporation's acceptance of any payment under this Note which is less than payment in full of all amounts then due and payable, or the granting of any extension of time for payment of any amount due under this Note or for the performance of any covenant, condition or agreement entered into by Borrower and Corporation, or Corporation's grant of any other indulgence to Borrower, or Corporation's taking or release of other or additional security for the indebtedness evidenced hereby, or any other modification or amendment of this Note shall in no way release or

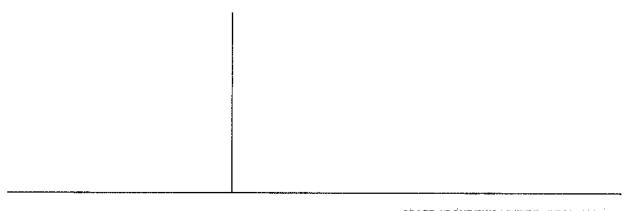
discharge the liability of Borrower or any endorser, guarantor or other person secondarily liable for this Note.

- 13. <u>Corporation's Right to Transfer Interest in Note.</u> Corporation and any subsequent holder of this Note may at any time without consent of Borrower sell, assign, pledge, hypothecate, transfer, and negotiate or grant participations in any part of, or any interest in Corporation's rights and benefits under, this Note.
- 14. Governing Law; Venue. This Note shall be construed and enforced in accordance with California law, except to the extent that Federal law pre-empts state law. Borrower agrees that any hearing or action of whatever nature or kind regarding this Note shall be conducted in the County of Kern, State of California.
- 15. Costs of Enforcement. If Borrower defaults under this Note, Borrower shall pay all costs of enforcement and collection, including, but not limited to, costs and attorneys' fees including the reasonable value of the services of the Corporate's legal Office, whether or not such enforcement or collection includes filing a lawsuit or prosecution of a lawsuit, if filed.
- 16. Construction of Note. The titles and headings used in this Note are for convenience only, are not a part of this Note, and shall have no effect upon its construction or interpretation. If any provision of this Note is declared by a court to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other application of such provision or the balance of the provisions hereof, which shall, to the fullest extent possible, remain in full force and effect. In construing this Note, no consideration shall be given to the fact or presumption that either Corporation or Borrower had a greater or lesser hand in the drafting of this Note. Where appropriate in this Note, words in the singular form shall include the plural and vice versa, and words in the masculine shall include the feminine and neuter and vice versa.

### BORROWER

[***INSERT NAME***]	
Date:	
[***INSERT NAME***]	
Date:	

#### EXHIBIT D



SPACE ABOVE THIS LINE FOR RECORDER'S USE EXEMPT FROM RECORDING FEES PURSUANT TO GOV. CODE §§ 6103 and 27383

#### SUBORDINATED DEED OF TRUST

THIS SUBORDINATED DEED OF TRUST is made as of [\*\*\*INSERT DATE, i.e., April 1, 2019\*\*\*], among [\*\*\*INSERT NAME\*\*\*, i.e., JOHN SMITH\*\*\*], as trustor ("Borrower"), whose address is [\*\*\*INSERT ADDRESS\*\*\*\*]; [\*\*\*INSERT TITLE COMPANY\*\*\*], a California corporation, as trustee ("Trustee"); and the Ventura County Community Development Corporation, a California 501c(3) Corporation, as beneficiary ("Beneficiary"). This Subordinated Deed of Trust is made with respect to that certain Promissory Note Secured by a Subordinated Deed of Trust dated [\*\*\*INSERT DATE\*\*\*] in the principal sum of

executed by Borrower in favor of Beneficiary ("Note") and that certain Homebuyer Loan Program Loan Agreement dated [\*\*\*INSERT DATE\*\*\*] ("Loan Agreement").

- 1. Grant in Trust. Borrower irrevocably grants, bargains, sells, and conveys to Trustee in trust, with the power of sale and the right of entry, for the benefit of Beneficiary that certain real property located in the County of Kern, State of California, more particularly described and depicted in Exhibit A attached hereto and incorporated herein by this reference (the "Land"), together with all buildings, structures and other improvements now or in the future located or to be constructed on the Land (the "Improvements") and all other rights and interests now or in the future benefiting or otherwise relating to the Land or Improvements, including easements, rights-of-way, water rights and water stock (the "Appurtenances," and together with the Land and the Improvements, the "Property").
- 2. Secured Obligation. Borrower makes this grant for the purpose of securing payment and performance of the following: (i) all present and future indebtedness evidenced by the Note; (ii) all present and future obligations of Borrower to Beneficiary under this Subordinated Deed of Trust and the Loan Agreement; (iii) all additional present and future obligations of Borrower to Beneficiary under any other agreement, which is secured by this Subordinated Deed of Trust; and
  - (iv) all obligations of Borrower to Beneficiary under the Homebuyer Hope to Home Loan Program (the "Program"), as that Program existed on the date of the Loan Agreement

(collectively referred to as the "Secured Obligations").

3. <u>Subordination</u>. This Subordinated Deed of Trust shall secure the indebtedness and obligations contained in the Note, Loan Agreement, any other agreement and the Program but shall be subordinate and junior to the lien of a first deed of trust against the Property, and shall not impair the rights of any institutional lender that is the maker of a loan secured by such first deed of trust, or such lender's assignee or successor-in-interest, to exercise its remedies under the deed of trust

in the event of default by Borrower. These remedies include the right to accept a deed or assignment in lieu of foreclosure. After such foreclosure, sale or acceptance of deed in lieu of foreclosure, this Subordinated Deed of Trust shall be forever terminated and shall have no further effect as to the Property or any transferee thereafter; provided, however, if the holder of such deed of trust acquires title to the Property pursuant to a deed or assignment in lieu of foreclosure, this Subordinated Deed of Trust shall automatically terminate upon such acquisition of title only if: (i) the first deed of trust secures repayment of a promissory note, the proceeds of which were used to acquire fee title to the Property; (ii) the Corporation has been given thirty (30) days written notice of default under such first deed of trust; and (iii) the Corporation shall not have cured the default under such first deed of trust within the thirty (30) day period provided in such notice sent to the Corporation.

- 4. <u>Property Provisions.</u> To protect the security of this Subordinated Deed of Trust, and with respect to the Property described above, Borrower agrees:
  - a. To keep the Property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of the law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.
  - b. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Borrower. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
  - c. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee.
  - d. To pay: at least ten (10) days before delinquency all taxes and assessments affecting the Property, including assessments on the Property when due, all encumbrances, charges

and liens, with interest, on the Property or any part thereof, which appear to be prior or superior hereto.

# 5. Additional Provisions. It is mutually agreed:

- a. That any award of damages in connection with any condemnation for public use of or injury to the Property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by it in the same manner and with the same effect as above provided for disposition or proceeds of fire or other insurance.
- b. That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
- c. That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Subordinated Deed of Trust and said note for endorsement, and without affecting the personal liability or any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of the Property; consent to making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.
- d. That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Subordinated Deed of Trust and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the Property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."
- e. Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor of successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where the Property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Borrower, Trustee and Beneficiary hereunder, the book and page where this Subordinated Deed of Trust is recorded and the name and address of the new Trustee.
- f. That this Subordinated Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors, and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the Note and Loan Agreement secured hereby, whether or not named as Beneficiary herein. In this Subordinated Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or the neuter, and the singular number

includes the plural.

- g. The Trustee accepts this Trust when this Subordinated Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obliged to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which Borrower, Beneficiary or Trustee shall be a party unless brought by Trustee.
- h. Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge thereof does not exceed the maximum allowed by laws.
- i. The undersigned Borrower, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him or her at his or her address hereinbefore set forth.
- 6. Event of Default. The term "Event of Default" as used in this Subordinated Deed of Trust is deemed to occur if Borrower is in material breach of any of its obligations under: (i) the Note; (ii) this Subordinated Deed of Trust; (iii) the Loan Agreement; and (iv) the Program and such material breach has not been cured within thirty (30) calendar days after Borrower has received written notice from the Beneficiary of such material breach; provided, however, that if the Borrower commences to cure, correct or remedy the alleged material breach within thirty (30) calendar days after the date of written notice specifying such breach and shall diligently complete such cure, correction or remedy, the Borrower shall not be deemed to be in default hereunder.
- Remedies upon Event of Default. Upon the occurrence of any event of default (defined in Section 6 above): (i) the entire unpaid principal balance of the Note, or the Beneficiary's share of net proceeds if applicable, shall at Beneficiary's option be immediately due and payable; (ii) upon demand by Beneficiary, Borrower shall pay to Beneficiary sums which will be sufficient to pay all taxes which are or may become a lien affecting the Property and the premiums for any policies of insurance to be maintained hereunder. In addition, Beneficiary may, without notice to or demand upon Borrower, exercise any one or more of the following remedies, either directly or through Trustee, an agent or court-appointed receiver: (i) enter, take possession of, manage, and exercise any other rights of an owner of the Property, and use any other properties of Borrower relating to the Property, all without payment of rent or other compensation to Borrower; (ii) conduct any business of Borrower in relation to the Property and deal with Borrower's creditors, debtors, tenants, agents and employees and any other persons having any relationship with Borrower in relation to the Property; (iii) take such other action as Beneficiary deems appropriate to protect the security of this Subordinated Deed of Trust.

Beneficiary may execute and deliver to Trustee written notice of default and of its election to cause all or any part of the Property to be sold, which notice Trustee shall cause to be filed for record; and after the lapse of such time as may then be required by law following the recordation of such notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Borrower, shall sell such Property at the time and place fixed by it in such notice of sale, either as a whole or in separate parcels and in such order as Beneficiary may direct (Borrower waiving any right to direct the order of sale), at public auction to the highest bidder for eash in lawful money of the United States (or eash equivalents acceptable to Trustee to the extent permitted by applicable law), payable at the time of sale. Any person, including Trustee or Beneficiary, may purchase at such sale, and any bid by Beneficiary may be, in whole or in part, in

the form of cancellation of all or any part of the Secured Obligations. Any such sale shall be free and clear of any interest of Borrower and any lease, encumbrance or other matter affecting the Property so sold which is subject or subordinate to this Subordinate Deed of Trust.

All proceeds of collection, sale or other liquidation of the Property shall be applied first to all costs, fees, expenses and other amounts (including interest) payable by Borrower under this Subordinated Deed of Trust and to all other Secured Obligations not otherwise repaid in such order and manner as Beneficiary may determine, and the remainder, if any, to the person or persons legally entitled thereto.

Each of the remedies provided in this Subordinated Deed of Trust is cumulative and not exclusive of, and shall not prejudice, any other remedy provided in this Subordinated Deed of Trust or by applicable laws and shall be subject and subordinate to the remedies of any holder of a senior lien permitted hereunder. Borrower, for itself and for any other person claiming by or through Borrower, waives, to the fullest extent permitted by applicable laws, all rights to require a marshaling of assets by Trustee or Beneficiary or to require Trustee or Beneficiary to first resort to any particular portion of the Property or any other security (whether such portion shall have been retained or conveyed by Borrower) before resorting to any other portion, and all rights of redemption, stay and appraisal.

8. Costs, Fees and Expenses. Borrower shall pay, on demand, all costs, fees, expenses, advances, charges, losses and liabilities of Trustee and Beneficiary under or in connection with this Subordinated Deed of Trust or the enforcement of, or the exercise of any remedy or any other action taken by Trustee or Beneficiary under, this Subordinated Deed of Trust or the collection of the Secured Obligations, in each case including (i) reconveyance and foreclosure fees of Trustee, (ii) costs and expenses in connection with the operation, maintenance, preservation, or sale of the Property or foreclosure of this Subordinated Deed of Trust, (iii) advances made by Beneficiary to complete or partially construct all or any part of any construction on the Land, (iv) cost of evidence of title, and (v) the reasonable fees and disbursements of Trustee's and Beneficiary's legal counsel.

## 9. Miscellaneous Provisions,

- a. Governing Law. This instrument shall be deemed to have been made in the State of California, and the validity of this Subordinated Deed of Trust, the Note and Loan Agreement, their construction, interpretation, and enforcement, and the parties' rights under such documents and concerning the Property, shall be decided under, governed by, and construed in accordance with the laws of the State of California. The parties agree that all actions or proceedings arising in connection with this Subordinated Deed of Trust, the Note and Loan Agreement shall be tried and litigated only in the state courts located in the County of Kern, State of California, or Federal courts located in the Central District of California. Borrower waives any right Borrower may have to assert the doctrine of forum non conveniens or to object to such venue.
- b. <u>Notices</u>. Any notice, demand, request, consent, approval, communication either party desires or is required to give the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail to the address set forth below.

To BENEFICIARY:	To BORROWER:
Ventura County Community Development Corporation	
2231 Sturgis Road Oxnard, California 93030 Attn: Rehabilitation Loan Specialist	
	**************************************

Notice shall be deemed given five (5) calendar days after the date of mailing to the party, or, if personally delivered, when received by the Executive Director of the Corporation or the Borrower, as applicable.

- c. <u>Liability for Acts or Omissions</u>. Beneficiary shall not be liable or responsible for its acts or omissions under this Subordinated Deed of Trust, except for Beneficiary's own gross negligence or willful misconduct, or be liable or responsible for any acts or omissions of any agent, attorney, or employee of Beneficiary, if selected with reasonable care.
- d. <u>Joint and Several Obligations</u>. If more than one person is named as Borrower, each obligation of Borrower under this Subordinated Deed of Trust shall be the joint and several obligations of each such person.
- e. <u>Severability</u>. If any provision of this Subordinated Deed of Trust, the Note or the Loan Agreement shall be declared invalid, inoperative or unenforceable by a final judgment or decree of a court of competent jurisdiction such invalidity or unenforceability of such provision shall not affect the remaining parts of any of the aforementioned documents which are hereby declared by the parties to be severable from any other part which is found by a court to be invalid or unenforceable.
- f. Meaning of Certain Terms. As used in this Subordinated Deed of Trust and unless the context otherwise provides, the words "herein," "hereunder" and "hereof" mean and include this Subordinated Deed of Trust as a whole, rather than any particular provision of it.
- g. Gender and Number. Wherever the context so requires in this Subordinated Deed of Trust, the masculine gender includes the feminine and neuter, the singular number includes the plural, and vice versa.
- h. <u>Captions</u>. Captions and paragraph headings used in this Subordinated Deed of Trust are

for convenience of reference only, are not a part of this Subordinated Deed of Trust and shall not be used in construing it.

IN WITNESS WHEREOF, Borrower has executed and delivered this Subordinated Deed of Trust as of the date shown below.

[SIGNATURES ON FOLLOWING PAGE]

# SIGNATURE PAGE TO SUBORDINATED DEED OF TRUST

# BORROWER

[***INSERT NAME***]	
Date:	
[***INSERT NAME***]	
Date:	

# ACKNOWLEDGMENT

State of California
County of)
On
Signature of Notary
ACKNOWLEDGMENT
State of California County of)
On, 20, before me, (here insert name and title of the officer), personally appeared, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.
Signature of Notary

# EXHIBIT "E"

#### CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontractors, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

1//8/20 Date

Bertha Garcia

**Executive Director** 

# **EXHIBIT "F"**

# **EQUAL OPPORTUNITY**

(48 CFR 52.222-26) (February 1999)

- (a) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with subparagraphs (b)(1) through (11) of this clause. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.
  - (b) During performing this contract, the Contractor agrees as follows:
- (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, sexual orientation, or gender identity. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.
- (2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.
- (3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (4) The Contractor shall, in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EE0-1), or any successor form, as prescribed in 41 CFR part 70-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract

Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

- (8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducing on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.
- (9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.
- (10) The Contractor shall include the terms and conditions of subparagraph (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.
- (11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- (c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

## **EXHIBIT "G"**

# NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS OF THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT 24 CFR, Subtitle A, Part 1, Section 1.5 Assurances Required

# 1.5 Assurances Required

- (a) General. (1) Every contract for Federal financial assistance to carry out a program or activity to which this Part 1 applies, executed on or after January 3, 1965, and every application for such Federal financial assistance submitted on or after January 3, 1965, shall, as a condition to this approval and the extension of any Federal financial assistance pursuant to such contract or application, contain or be accompanied by an assurance that the program or activity will be conducted and the housing, accommodations, facilities, services, financial aid, or other benefits to be provided will be operated and administered in compliance with all requirements imposed by or pursuant to this Part 1. In the case of a contract or application where the Federal financial assistance is to provide or is in the form of personal property or real property or interest therein or structures thereon, the assurance shall obligate the recipient or, in the case of a subsequent transfer, the transferee, for the period during which the property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits, or for as long as the recipient retains ownership or possession of the property, whichever is longer. In all other cases, the assurance shall obligate the recipient for the period during which Federal financial assistance is extended pursuant to the contract or application. The responsible Department official shall specify the form of the foregoing assurance for such program or activity, and the extent to which like assurances will be required of subgrantees, contractors and subcontractors, transferees, successors in interest, and other participants in the program or activity. Any such assurance shall include provisions which give the United States a right to seek its judicial enforcement.
  - (2) In the case of real property, structures or improvements thereon, or interests therein, acquired through a program of Federal financial assistance, the instrument effecting any disposition by the recipient of such real property, structures or improvements thereon, or interests therein, shall contain a covenant running with the land assuring nondiscrimination for the period during which the real property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. In the case where Federal financial assistance is provided in the form of a transfer of real property or interests therein from the Federal Government, the instrument effecting or recording the transfer shall contain such a covenant.
  - (3) In program receiving Federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, to the extent that rights

to space on, over, or under any such property are included as part of the program receiving such assistance, the nondiscrimination requirements of this Part 1 shall extend to any facility located wholly or in part in space.

- (b) Preexisting contracts funds not disbursed. In any case where a contract for Federal financial assistance, to carry out a program or activity to which this Part 1 applies, has been executed prior to January 3, 1965, and the funds have not been fully disbursed by the Department, the responsible Department official shall, where necessary to effectuate the purposes of this Part 1, require an assurance similar to that provided in paragraph (a) of this section as a condition to the disbursement of further funds.
- (c) Preexisting contract periodic payments. In any case where a contract for Federal financial assistance, to carry out a program or activity to which this Part 1 applies, has been executed prior to January 3, 1965, and provides for periodic payments for the continuation of the program or activity, the recipient shall, in connection with the first application for such periodic payments on or after January 3, 1965: (1) Submit a statement that the program or activity is being conducted in compliance with all requirements imposed by or pursuant to this Part 1; and (2) Provide such methods of administration for the program or activity as are found by the responsible Department official to give reasonable assurance that the recipient will comply with all requirements imposed by or pursuant to this Part 1.
- (d) Assurances from institutions. (1) In the case of any application for Federal financial assistance to an institution of higher education, the assurance required by this section shall extend to admission practices and to all other practices relating to the treatment of students.
  - (2) The assurance required with respect to an institution of higher education, hospital, or any other institution, insofar as the assurance relates to the institution's practices with respect to admission or other treatment of persons as students, patients, or DPA program recipients of the institution or to the opportunity to participate in the provision of services or other benefits to such persons, shall be applicable to the entire institution unless the applicant establishes, to the satisfaction of the responsible Department official, that the institution's practices in designated parts or programs of the institution will in no way affect its practices in the program of the institution for which Federal financial assistance is sought, or the beneficiaries of or participants in such program. If in any such case the assistance sought is for the construction of a facility or part of a facility, the assurance shall in any event extend to the entire facility and to facilities operated in connection therewith.
- (e) Elementary and secondary schools. The requirements of this section with respect to any elementary or secondary school or school system shall be deemed to be satisfied if such school or school system (1) is subject to a final

order of a court of the United States for the desegregation of such school or school system, and provides an assurance that it will comply with such order, including any future modification of such order, or (2) submits a plan for the desegregation of such school or school system which the responsible official of the Department of Health and Human Services determines is adequate to accomplish the purposes of the Act and this Part 1 within the earliest practicable time, and provides reasonable assurance that it will carry out such plan.

[38 FR 17949, July 5, 1973, as amended at 50 FR 9269, March 7, 1985]

# EXHIBIT "H" <u>Section 3 Clause</u> TRAINING EMPLOYMENT AND BUSINESS OPPORTUNITY

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 Clause):

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

# EXHIBIT "!"

# UTILIZATION OF WOMEN AND MINORITY BUSINESS ENTERPRISES

- (a) It is the policy of the City of Bakersfield that women and minority owned business enterprises shall have the maximum practicable opportunity to participate in the performance of City of Bakersfield Economic and Community Development Department contracts.
- (b) The Contractor agrees to use his best efforts to carry out this policy in the award of his subcontractors to the fullest extent consistent with the efficient performance of this contract. As used in this contract, the term "Minority or Women's Business Enterprise" means a business, at least 51% of which is owned by minority group members or women; in the case of publicly-owned businesses, at least 51% of the stock is owned by minority group members or women. For the purpose of this definition, minority group members are Hispanic/Latino, Black/African American, Asian, American Indian or Alaska Native, and Native Hawaiian or Other Pacific Islander. Contractors may rely on written representations by subcontractors regarding their status as minority business enterprises in lieu of an independent investigation.

#### EXHIBIT "J"

# AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA 48 CFR 52.222-35 - April 1998

## (A) Definitions.

As used in this clause -- All employment openings includes all positions except executive and top management, those positions that will be filled from within the contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment. Appropriate office of the State employment service system means the local office of the Federal-State national system of public employment offices with assigned responsibility to serve the area where the employment opening is to be filled, including the District of Columbia, Guam, the Commonwealth of Puerto Rico, and the Virgin Islands. Positions that will be filled from within the Contractor's organization means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings that the Contractor proposes to fill from regularly established Arecall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

Veteran of the Vietnam era means a person who -

- (1) Served on active duty for a period of more than 180 days, any part of which occurred between August 5, 1964, and May 7, 1975, and was discharged or released therefrom with other than a dishonorable discharge; or
- (2) Was discharged or released from active duty for a service- connected disability if any part of such active duty was performed between August 5, 1964, and May 7, 1975.

# (B) General.

- (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against the individual because the individual is a disabled veteran or a veteran of the Vietnam era. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans' status in all employment practices such as (i) Employment; (ii) Upgrading; (iii) Demotion or transfer; (iv) Recruitment; (v) Advertising; (vi) Layoff or termination; (vii) Rates of pay or other forms of compensation; and (viii) Selection for training, including apprenticeship.
- (2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended.

#### (C) Listing openings.

- (1) The Contractor agrees to list all employment openings existing at contract award or occurring during contract performance, at an appropriate office of the State employment service system in the locality where the opening occurs. These openings include those occurring at any Contractor facility, including one not connected with performing this contract. An independent corporate affiliate is exempt from this requirement.
- (2) State and local government agencies holding Federal contracts of \$10,000 or more shall also list all employment openings with the appropriate office of the State employment service.
- (3) The listing of employment openings with the State employment service system is [[Page 138]] required at least concurrently with using any other recruitment source or effort and involves the obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.
- (4) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State employment service system, in each State where it has establishments, of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State system, it need not advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.

# (D) Applicability.

This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands.

#### (E) Postings.

- (1) The Contractor agrees to post employment notices stating (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era, and (ii) the rights of applicants and employees.
- (2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary), and provided by or through the Contracting Officer.
- (3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Act, and is committed to take affirmative action to employ, and advance in employment, qualified disabled veterans and veterans of the Vietnam Era. (

# (F) Noncompliance.

If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

# (G) Subcontracts.

The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

Alternate I (APR 1984). As prescribed in 22.1308(a)(2), add the following as a preamble to the clause: Notice: The following term(s) of this clause are waived for this contract: [List term(s)]. [48 FR 42478, Sept. 19, 1983, as amended at 55 FR 38518, Sept. 18, 1990; 63 FR 9059, Feb. 23, 1998]

#### **EXHIBIT "K"**

RECORDING REQUESTED BY, AND WHEN RECORDED, RETURN TO:

City of Bakersfield City Clerk 1600 Truxtun Avenue Bakersfield, CA 93301

Free Recording in Accordance With Section 6103 of the California Government Code

# COVENANT AND WARRANTY OF OWNER OCCUPANCY

WHEREAS, CLIENT(S) NAME(S), (herein called "PURCHASER") desires to purchase the Property for use as owner-occupants; and

WHEREAS, SUBRECIPIENT desires to assist Purchaser in acquiring fee simple title to the Property by providing downpayment assistance in the form of a silent second mortgage; and

WHEREAS, the Purchaser and SUBRECIPIENT desire to set forth and record against the Property the covenants set forth below;

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the Purchaser and Seller hereby agree that the Property shall be subject to this Covenant and Warranty of Owner Occupancy (the "Covenant").

1. The Purchaser hereby covenants and agrees that the Purchaser of the Property shall occupy the Property as his, her or their primary property. No Property shall be leased or rented by the Purchaser to any person or entity. The City and SUBRECIPIENT shall have the right to monitor whether the Property is owner-occupied by requesting that the Purchaser of the Property provide the CITY, no more frequently than semi-annually, with a written certification under penalty of perjury that the Property is owner-occupied, accompanied by supporting documentation reasonably satisfactory to the CITY. In the event of a breach or threatened breach of

this paragraph of these Restrictions, the CITY and/or SUBRECIPIENT shall be entitled to institute legal action to enforce performance of this paragraph and to obtain an injunction requiring the Purchaser to occupy the Property and/or requiring the Purchaser repay all financial assistance provided by CITY and SUBRECIPIENT to purchase said Property. These obligations to occupy the property as their primary residence shall be in effect for no less than \_\_\_\_\_\_ years from the date Purchaser acquires fee simple title to the property.

- 2. No violation or breach of this Covenant shall defeat or render invalid or in any way impair the lien or charge of any mortgage, deed of trust or other security instrument made in good faith and for value.
- 3. Should PURCHASER sell the property, PURCHASER agrees to pay all sums due to SUBRECIPIENT prior transferring title. Upon transfer of title, all obligations under this agreement terminate. Should PURCHASER payoff assistance under the program and continue to own the property, the obligations under this covenant shall remain in effect for the period designated in Section 1.
- 4. This Covenant, without regard to technical classification or designation, shall be binding for the benefit of the City, its successors and assigns, and this Covenant shall run in favor of the CITY, its successors and assigns for \_\_\_\_\_\_ years, during which the covenant shall be in force and effect without regard to whether the CITY, SUBRECIPIENT, or its successors and assigns are or remain an owner of any land or interest therein to which the covenant relates. In the event of any breach of any such covenants, the CITY, SUBRECIPIENT, its successors and assigns, shall be the right to exercise all their rights and remedies, and to maintain any action at law or suits in equity or other proper proceedings to enforce the curing of such breach.
- 5. In the event that any portion or provision of this Covenant is found to be unenforceable, the remaining provisions shall remain in effect.

IN WITNESS WHEREOF, the SUBRECIPIENT and the Purchaser have caused this instruction to be executed as of Date of Loan signing.

Ву:		Ву:	
· • ·	"PURCHASER"	"PURCHASER"	
D			
By: _	"SUBRECIPIENT"		

# EXHIBIT "1"

# **LEGAL DESCRIPTION**

**Legal Description** 



# CERTIFICATE OF LIABILITY INSURANCE

Acct#: 1490322

DATE (MM/DD/YYYY) 9/23/2020

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(les) 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 Lockton Companies, LLC 888-828-8365 PHONE (A/C. No. Ext): E-MAIL ADDRESS: FAX [A/C, No): 3657 Brianpark Dr., Suite 700 Houston, TX 77042 INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Ace American Insurance Co. 22667 INSURED VENTURA COUNTY COMMUNITY DEVELOPMENT INSURER B : CORPORATION INSURER C : 2231 STURGIS RD UNIT A INSURER D OXNARD, CA 93030-7813 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 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN 1850ED TO THE POUNDED NAMED ABOVE FOR THE POLICIES OF THE POLICIES OF STREET 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. ADDL SUBR POLICY EFF POLICY EXP (MM/DD/YYYY) (MM/DD/YYYY) TYPE OF INSURANCE POLICY NUMBER LIMITS **COMMERCIAL GENERAL LIABILITY** EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Es occurrence) OCCUR CLAIMS-MADE MED EXP (Any one person) s PERSONAL & ADV INJURY S GENT, AGGREGATE LIMIT APPLIES PER GENERAL AGGREGATE 5 PROJECT POLICY PRODUCTS - COMPIOP AGG \$ OTHER **AUTOMOBILE LIABILITY** Ş (Ea accident) BODILY INJURY (Per person) ANY AUTO 5 SCHEDULED AUTOS NON-OWNED ALL OWNED BODILY INJURY (Per accident) Ş PROPERTY DAMAGE (Per eccident) \$ HIRED AUTOS .5 UMBRELLA LIAB OCCUR **EACH OCCURRENCE** 5 **EXCESS LIAB GLAIMS-MADE** AGGREGATE. 5 DED-RETENTIONS WORKERS COMPENSATION AND EMPLOYERS' LIABILITY X STATUTE ANY PROPRIETOR/PARTNEN/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below 1,000,000 E.L. EACH ACCIDENT C68854556 10/1/2021 10/1/2020 1,000,000 E.L. DISEASE - EA EMPLOYEE S 1,000,000 E.L. DISEASE - POLICY LIMIT | S DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Notice to Others Endorsement included WAIVER OF SUBROGATION IN FAVOR OF CITY OF BAKERSFIELD WHEN REQUIRED BY WRITTEN CONTRACT. **CERTIFICATE HOLDER** 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. CITY OF BAKERSFIELD **AUTHORIZED REPRESENTATIVE** OFFICE OF RISK MANAGEMENT 1600 TRUXTUN AVE 3-7Kelly BAKERSFIELD, CA 93301

Workers' Compensation and Employers' Liability Policy

Named Insured	Endarsement Number
Insperity, INC: L/C/F	
VENTURA COUNTY COMMUNITY DEVELOPMENT	Policy Number
CORPORATION	Symbol: RWC Number: C68854556
19001 Crescent Springs Drive	
Kingwood, TX 77339	
Palicy Period	Effective Date of Endorsement
10/1/2020 <b>TO</b> 10/1/2021	10/1/2020
Issued By (Name of Insurance Company)	**************************************
Ace American Insurance Co.	
Insert the policy number. The remainder of the information is to be completed only wh	en this endorsement is issued subsequent to the preparation of the policy.

# CALIFORNIA WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the Information Page.

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, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

#### Schedule

- (X) Specific Waiver
   Name of person or organization:
   CITY OF BAKERSFIELD
   1600 TRUXTUN AVE
   BAKERSFIELD, CA 93301
  - ( ) Blanket Waiver
    Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
- 2. Operations:
- 3. Premium:

The premium charge for this endorsement shall be <u>INCLUDED</u> percent of the California premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Minimum Premium : INCLUDED

Authorized Representative

**PATRA** 



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/24/2020

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(les) 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).

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Oxr	w. esplanade Dr., Suite B lard, CA 93036				E-MALL ADDRE	ss. mmorale	s@barkley			
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	Ventura County Community	Dev	elopr	nent Corporation	INSURE					
	2231 Sturgis Road, Unit A		J. D.	none our polation	INSURER D:					
	Oxnard, CA 93030				INSURE					
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CE	PTIEICATE NOI DED				CANO	ELLATION			w <u>.</u>	i
UE	RTIFICATE HOLDER				CANC	ELLATION				
	City of Bakersfield Office of Risk Management 1600 Truxtun Ave.				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS,					
Bakorsfield, CA 93301		AUTHORIZED REPRESENTATIVE								
			naun a Kuper							

# BUSINESSOWNERS LIABILITY EXTENSION ENDORSEMENT

Below is a summarization of the coverages provided by this endorsement. No coverages are given by this

	THIS ENDORSE	EMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
	BUSINESSOW	NERS LIABILITY EXTENSION ENDORSEMENT
	This endorsement modifies insu	rance provided under the following:
2 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	BUSINESSOWNERS COVE	RAGE FORM
27.2		he coverages provided by this endorsement. No coverages are riptions are within this endorsement.
56113712	SECTION	SUBJECT
0002810	A.	Supplementary Payments Bail Bonds Loss Of Earnings
8 33	В.	Broadened Coverage For Damage To Premises Rented To You
S. acces	<b>C.</b> ·	Incidental Medical Malpractice Injury
	D.	Mobile Equipment
270	E,	Blanket Additional Insured (Owners, Contractors Or Lessors)
	F.	Newly Formed Or Acquired Organizations
	G.	Aggregate Limits
	H.	Duties In The Event Of Occurrence, Offense, Claim Or Suit
	1.	Liability And Medical Expenses Definitions  Bodily Injury Insured Contract  Personal And Advertising Injury

#### Section II - Liability is amended as follows:

#### A. Supplementary Payments

Section A.1. Business Liability is modified as follows:

- 1. The \$250 limit shown in Paragraph A.1.f.(1)(b) Coverage Extension Supplementary Payments for the cost of bail bonds is replaced by a \$3,000 limit.
- The \$250 limit shown in Paragraph A.1.f.(1)(d) Coverage Extension Supplementary Payments for reasonable expenses and loss of earnings is replaced by a \$500 limit.

# B. Broadened Coverage For Damage To Premises Rented To You

The last paragraph of Section B.1. Exclusions - Applicable To Business Liability Coverage is replaced by the following:

With respect to the premises which are rented to you or temporarily occupied by you with the permission of the owner, Exclusions c., d., e., g., h., k., l., m., n. and o. do not apply to "property" damage".



The most we will pay under this endorsement for the sum of all damages because of all "property damage" to premises while rented to you or temporarily occupied by you with the permission of the owner is the Limit of Insurance shown in the Declarations.

3. Paragraph D.3. Liability And Medical Expenses Limits Of Insurance does not apply.

#### C. Incidental Medical Malpractice Injury

- 1. Paragraph (4) under Paragraph B.1.j. Exclusions Applicable To Business Liability Coverage Professional Services does not apply to "Incidental Medical Malpractice Injury" coverage.
- 2. With respect to this endorsement, the following is added to Section F. Liability And Medical Expenses Definitions:
  - a. "Incidental Medical Malpractice Injury" means bodily injury arising out of the rendering of or failure to render, during the policy period, the following services:
    - (1) Medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or
    - (2) The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.
  - b. This coverage does not apply to:
    - (1) Expenses incurred by the insured for first-aid to others at the time of an accident and the Duties in the Event of Occurrence, Offense, Claim or Suit Condition is amended accordingly.
    - (2) Any insured engaged in the business or occupation of providing any of the services described under a above.
    - (3) Injury caused by any indemnitee if such indemnitee is engaged in the business or occupation of providing any of the services described under a above.

## D. Mobile Equipment

Section C. Who is An Insured is amended to include any person driving "mobile equipment" with your permission.

## E. Blanket Additional Insured (Owners, Contractors Or Lessors)

- 1. Section C. Who is An Insured is amended to include as an insured any person or organization whom you are required to name as an additional insured on this policy under a written contract or written agreement. The written contract or agreement must be:
  - a. Currently in effect or becoming effective during the term of this policy; and
  - b. Executed prior to the "bodily injury", "property damage", or "personal and advertising injury".
- The insurance afforded to the additional insured is limited as follows:
  - a. The person or organization is only an additional insured with respect to liability arising out of:
    - (1) Real property, as described in a written contract or written agreement, you own, rent, lease, maintain or occupy; and
    - (2) Caused in whole or in part by your ongoing operations performed for that insured.
  - b. The Limit of Insurance applicable to the additional insured are those specified in the written contract or written agreement or the limits available under this policy, as stated in the Declarations, whichever are less. These limits are inclusive of and not in addition to the Limit of Insurance available under this policy.
  - c. The insurance afforded to the additional insured does not apply to:
    - (1) Liability arising out of the sole negligence of the additional insured;
    - (2) "Bodily injury", "property damage", "personal and advertising injury", or defense coverage under the Supplementary Payments section of the policy arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:

- (a) The preparing or approving of maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
- (b) Supervisory, inspection, architectural or engineering activities.
- (3) Any "occurrence" that takes place after you cease to be a tenant in the premises described in the Declarations; or
- (4) Structural alterations, new construction or demolition operations performed by or for the person or organization designated in the Declarations.
- 3. Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a contract specifically requires that this insurance be primary or you request that it apply on a primary basis.

# F. Newly Formed Or Acquired Organizations

The following is added to Section C. Who Is An Insured:

Any business entity acquired by you or incorporated or organized by you under the laws of any individual state of the United States of America over which you maintain majority ownership interest exceeding fifty percent. Such acquired or newly formed organization will qualify as a Named Insured if there is no similar insurance available to that entity. However:

- 1. Coverage under this provision is afforded only until the 180th day after the entity was acquired or incorporated or organized by you or the end of the policy period, whichever is earlier;
- 2. Section A.1. Business Liability does not apply to:
  - a. "Bodily injury" or "property damage" that occurred before the entity was acquired or incorporated or organized by you; and
  - b. "Personal and advertising injury" arising out of an offense committed before the entity was acquired or incorporated or organized by you.
- 3. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

#### G. Aggregate Limits

The following is added to Paragraph D.4. Aggregate Limits Liability and Medical Expenses Limits Of Insurance:

- The Aggregate Limits apply separately to each of the "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.
- The Aggregate Limits also apply separately to each of your projects away from premises owned by or rented to you.

For the purpose of this endorsement only, "location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

- H. Duties In The Event Of Occurrence, Offense, Claim Or Suit
  - Paragraph E.2.a. Duties In The Event Of Occurrence, Offense, Claim Or Suit Liability And Medical Expenses General Condition applies only when the "occurrence" is known to any insured listed in Paragraph C.1. Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim.
  - 2. Paragraph E.2.b. Duties In The Event Of Occurrence, Offense, Claim Or Suit Liability And Medical Expenses General Condition will not be considered breached unless the breach occurs after such claim or "suit" is known to any insured listed under Paragraph C.1. Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim.

- I. Section F. Liability And Medical Expenses Definitions is modified as follows:
  - 1. Paragraph F.3. is replaced by the following:
    - 3. "Bodily Injury" means bodily injury, sickness, disease, or incidental medical malpractice injury sustained by a person, and includes mental anguish resulting from any of these; and including death resulting from any of these at any time.
  - 2. Paragraph F.9. is replaced by the following:
    - 9. "insured contract" means:
      - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
      - b. A sidetrack agreement;
      - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad:
      - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
      - e. An elevator maintenance agreement;
      - That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which
        you assume the tort liability of another party to pay for "bodily injury" or "property damage"
        to a third person or organization, provided the "bodily injury" or "property damage" is
        caused, in whole or in part, by you or by those acting on your behalf. However, such part of a
        contract or agreement shall only be considered an "insured contract" to the extent your
        assumption of the tort liability is permitted by law. Tort liability means a liability that would be
        imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing:
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.
- 3. Paragraph F.14.b. Personal And Advertising Injury is replaced by the following:
  - b. Malicious prosecution or abuse of process;

# THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

# PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

## BUSINESSOWNERS COVERAGE FORM

The following is added to Paragraph H. Other Insurance of Section III - Common Policy Conditions 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:

 The additional insured is a Named Insured under such other insurance; and  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.

×

#### Workers' Compensation and Employers' Liability Policy

Named Insured	Endorsement Number
Insperity, Inc.	
VENTURA COUNTY COMMUNITY DEVELOPMENT CORPORATION	Policy Number
19001 Crescent Springs Drive	Symbol: RWC Number: C66723872
Kingwood TX 77339	
Policy Period	Effective Date of Endorsement
10/01/2019 <b>TO</b> 10/01/2020	
Issued By (Name of Insurance Company)	
Ace American Insurance Co.	
Insert the policy number. The remainder of the information is to be completed only with	ten titls endorsement is issued subsequent to the preparation of the policy.

# CALIFORNIA WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the Information Page.

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, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

#### Schedule

- (X) Specific Waiver
   Name of person or organization:
   CITY OF BAKERSFIELD OFFICE OF RISK MANAGEMENT
   1600 TRUXTUN AVE
   BAKERSFIELD, CA 93301
  - ( ) Blanket Waiver
    Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
- Operations:
- 3. Premium:

The premium charge for this endorsement shall be <u>INCLUDED</u> percent of the California premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Minimum Premium: INCLUDED

Authorized Representative



# **ADMINISTRATIVE REPORT**

**MEETING DATE**: 12/16/2020 Consent – Agreements q.

**TO:** Honorable Mayor and City Council

FROM: Art Chianello, Water Resources Manager

**DATE:** 10/14/2020

WARD:

SUBJECT: Agreement with Sierra Snow Surveys (not to exceed \$75,000 per year) to conduct snow

surveying for the five (5) years term.

#### STAFF RECOMMENDATION:

Staff recommends approval of the agreement.

#### **BACKGROUND:**

Historically, the State of California Department of Water Resources (DWR) Snow Surveys Division conducted monthly field snow surveys at thirteen (13) snow courses in the Eastern Sierra Nevada Mountain Range portion of the Kern Basin. This process would gather data necessary for the State's April through July spring snow melt forecast for the Kern River. Upon completion of each annual survey, the City would be invoiced approximately \$65,000. After the 2017 water year, DWR eliminated this service for the Kern and Kaweah Basins.

In 2018 the Kern Basin was measured by a private contractor, Sierra Snow Surveys, through an agreement with the City of Bakersfield Water Resources Department. All costs were shared among the Kern River Interests and the snow course data was transmitted to DWR for the monthly runoff forecast. In 2019, this agreement was amended to add additional funds to the agreement since the cost of \$65,000 was slightly increased.

This year, Water Resources Department is proposing a five (5) year agreement with the expiration date being December 2025. The annual costs are as follows:

Year	Rate per Surveyor per day	Not to Exceed Amount	Total	City's portion 22%
2020/2021	\$505.00 February-April \$406.00 May-July	\$54,540.00 \$14,616.00 (only May is typically needed)	\$69,156	\$15,214.32
2021/2022	\$505.00 February-April \$406.00 May-July	\$54,540.00 \$14,616.00 (only May is typically needed)	\$69,156	\$15,214.32
2022/2023	\$520.00 February-April \$418.00 May-July	\$56,160.00 \$15,048.00 (only May is typically needed)	\$71,208	\$15,665.76

1		(3)	1	
2023/2024	\$520.00 February-April	\$56,160.00	\$71,208	\$15,665.76
	\$418.00 May-July	\$15,048.00		
		(only May is typically needed)		
2024/2025	\$536.00 February-April	\$57,888.00	\$73,404	\$16,148.88
	\$431.00 May-July	\$15,516.00		
		(only May is typically needed)		

The City is responsible to pay the total compensation due for the surveys; however, the actual cost to the City will be approximately 22% of the total cost for the survey. The balance will be reimbursed to the City through existing clearing accounts from other Kern River Interests, including; North Kern, Buena Vista, and Kern Delta Water Districts. The cost for this survey is a budgeted line item within the River and Agriculture Water Division's operating budget. There will be no General Fund impacts associated with this action item.

#### **ATTACHMENTS:**

Description Type

Agreement Agreement
Exhibit A Exhibit

<b>AGREEMENT</b>	NO.	

# INDEPENDENT CONTRACTOR'S AGREEMENT

This <b>Independent contractor's</b> A	AGREEMENT ("Agreement") is made and
entered into on	, by and between the CITY OF
<b>BAKERSFIELD</b> , a municipal corporation,	("CITY") and SIERRA SNOW SURVEYS
("CONTRACTOR"), authorized to do busin	iess in California.

# RECITALS

**WHEREAS,** CONTRACTOR represents that CONTRACTOR is experienced, well qualified and a specialist in the field of performing snow measurement surveys (surveys); and

WHEREAS, CONTRACTOR represents CONTRACTOR has equipment and personnel readily available to complete surveys as scheduled; and

**WHEREAS,** CITY desires to employ CONTRACTOR to perform snow surveys and pay the total compensation due for the surveys; and

**WHEREAS,** it is the intent of CITY to collect reimbursement of portions of its payments to CONTRACTOR from other Kern River Interests, including North Kern, Buena Vista, and Kern Delta Water Districts through existing cost sharing clearing accounts; and

**WHEREAS**, the City's net contribution is approximately 22.22% of Total Amount after reimbursement from other Water Districts:

**NOW, THEREFORE,** incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree as follows:

1. <u>SCOPE OF WORK</u>. In exchange for the Compensation (defined below), CONTRACTOR shall perform the following: provide the personnel and equipment necessary to perform snow measurement surveys at various snow courses in accordance with **Exhibit A** ("Scope of Work"). The Scope of Work shall include all items and procedures necessary to properly complete the task CONTRACTOR has been hired to perform, whether specifically included in the Scope of Work or not.

2. <u>COMPENSATION/PAYMENT PROCEDURE</u>. 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 the Water Resources Manager or his designee. 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 \$75,000 per year for performing the Scope of Work following the table below:

Snow year	Rate per Surveyor per day	Not to Exceed	Total
		Amount	
2020/2021	\$505.00 February-April	\$54,540.00	\$69,156.00
	\$406.00 May-July	\$14,616.00	
		(only May is	
		typically	
		needed)	
2021/2022	\$505.00 February-April	\$54,540.00	\$69,156.00
	\$406.00 May-July	\$14,616.00	0
		(only May is	
	1	typically	
		needed)	
2022/2023	\$520.00 February-April	\$56,160.00	\$71,208.00
	\$418.00 May-July	\$15,048.00	·
		(only May is	
		typically	
		needed)	
2023/2024	\$520.00 February-April	\$56,160.00	\$71,208.00
	\$418.00 May-July	\$15,048.00	
		(only May is	
		typically	
		needed)	
2024/2025	\$536.00 February-April	\$57,888.00	\$73,404.00
	\$431.00 May-July	\$15,516.00	90 - 1-40.00 (A.S. 1-000000000000000000000000000000000000
		(only May is	
		typically	
		needed)	

- **3. IERM.** Unless terminated sooner, as set forth herein, this Agreement shall terminate on December 31, 2025.
- **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. <u>INDEPENDENT CONTRACTOR</u>. 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.

- **DIRECTION.** CONTRACTOR retains the right to control or direct the manner in which the services described herein are performed.
- 7. **EQUIPMENT.** CONTRACTOR will supply all equipment, tools, materials and supplies necessary to perform the services under this Agreement.
- **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.
- **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.
- 10. <u>INCLUDED DOCUMENTS</u>. 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.
- 11. <u>LICENSES</u>. CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits and approvals which are legally required for CONTRACTOR to practice its profession and perform the Scope of Work. If CONTRACTOR is a corporation, at least one officer or key employee shall hold the required licenses or professional degrees. If CONTRACTOR is a partnership, at least one partner shall hold the required licensees or professional degrees.
- 12. <u>STANDARD OF PERFORMANCE</u>. 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.
- 13. **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.

14. 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.

# 15. INSURANCE.

- **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").
  - **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.
  - **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:
    - **15.1.2.1** Provide contractual liability coverage for the terms of this Agreement;
    - **15.1.2.2** Provide products and completed operations coverage;

- **15.1.2.3** Provide premises, operations, and mobile equipment coverage; and
- **15.1.2.4** Contain an additional insured endorsement in favor of CITY and its mayor, council, officers, agents, employees, and designated volunteers.
- 15.1.3 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 the on 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.

# 15.2 General Provisions Applying to All Insurance Types.

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.

- 15.2.2 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.
- 15.2.3 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.
- 15.2.4 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.
- 15.2.5 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.
- 15.2.6 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.
- 15.2.7 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.

- 16. <u>THIRD PARTY CLAIMS</u>. 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.
- 17. <u>INDEMNITY</u>. 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.
- 18. <u>ASSIGNMENT</u>. 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.
- 19. <u>ACCOUNTING RECORDS</u>. 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.
- **20. 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.
- 21. <u>CORPORATE AUTHORITY</u>. 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.
- **22. 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.
- **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.
- **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.
- **25. <u>FURTHER ASSURANCES</u>**. 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.
- **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.
- **27. INTERPRETATION.** Whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural.
- 28. MERGER AND MODIFICATION. This Agreement sets forth the entire agreement between the parties and supersedes all other oral or written representations. This Agreement may be modified only in a writing approved and signed by all the parties hereto. If any modification of this Agreement results in total Compensation which exceeds \$40,000, the modification must be approved by the City Council.
- **29. NON-INTEREST.** No CITY officer or employee shall hold any interest in this Agreement (California Government Code section 1090).

30. <u>NOTICES</u>. 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

WATER RESOURCES DEPARTMENT

1000 BUENA VISTA RD. BAKERSFIELD, CA 93311

(661) 326-3715

CONTRACTOR:

SIERRA SNOW SURVEYS 42163 BALD MOUNTAIN RD. AUBERRY, CA 93602 (559) 855-4420

- **RESOURCE ALLOCATION.** All CITY obligations under the terms of this Agreement are subject to the appropriation and allocation of resources by the City Council.
- **32.** <u>TITLE TO DOCUMENTS</u>. 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.
- 33. TAX NUMBERS.

CONTRACTOR's Federal Tax ID N	umber	ŕ	264601808	
CONTRACTOR is a corporation?	Yes	Χ	No	
	-	Plec	se check one.)	

[Signatures on Following Page]

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the date first written above.

"CITY" CITY OF BAKERSFIELD	"CONTRACTOR" SIERRA SNOW SURVEYS
By:	By: Dotty Garrigue
KAREN GOH Mayor	Dotty Garrigue Print Name:
	Title:
APPROVED AS TO FORM: VIRGINIA GENNARO City Attorney	
By: VIRGINIA GENNARO City Attorney	
Insurance:	_
APPROVED AS TO CONTENT: WATER RESOURCES DEPARTMENT	
By:	_
COUNTERSIGNED:	
Ву:	_
RANDY MCKEEGAN Finance Director	
Attachment: Exhibit A	



**Certificate Of Completion** 

Envelope Id: 9DB22DC3D3D744FA83AC303A8C90E9F8

Subject: Please DocuSign: Sierra Snow Surveys\_2020-2025 multi year agreement.docx

Source Envelope:

Document Pages: 10 Certificate Pages: 5 AutoNav: Enabled

Signatures: 2 Initials: 0

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Location: DocuSign

**Signer Events** 

**Dotty Garrigue** dotty@sierrahydrographics.com

**PRESIDENT** 

Security Level: Email, Account Authentication

(None)

Signature

Dotty Garrigue

Signature Adoption: Pre-selected Style Using IP Address: 206.169.218.113

**Timestamp** 

Sent: 12/2/2020 10:36:27 AM Viewed: 12/2/2020 10:55:18 AM Signed: 12/2/2020 10:56:09 AM

**Electronic Record and Signature Disclosure:** 

Accepted: 12/2/2020 10:55:18 AM ID: 93eb724e-8445-4c6d-a2f3-8155682fc74a

Art Chianello

Achianel@bakersfieldcity.us

Security Level: Email, Account Authentication

(None)

DocuBlaned by: Art Chanello DOC7F485D9A14C8

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Sent: 12/2/2020 10:56:11 AM Viewed: 12/2/2020 11:04:56 AM Signed: 12/2/2020 11:05:09 AM

**Electronic Record and Signature Disclosure:** 

Accepted: 12/2/2020 11:04:56 AM

ID: 78248836-ac45-4e82-a478-7225759c0c89

In Person Signer Events	Signature	Timestamp	
Editor Delivery Events	Status	Timestamp	
Agent Delivery Events	Status	Timestamp	
Intermediary Delivery Events	Status	Timestamp	
Certified Delivery Events	Status	Timestamp	
Carbon Copy Events	Status	Timestamp	
Witness Events	Signature	Timestamp	
Notary Events	Signature	Timestamp	
Envelope Summary Events	Status	Timestamps	

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/2/2020 10:36:27 AM
Certified Delivered	Security Checked	12/2/2020 11:04:56 AM
Signing Complete	Security Checked	12/2/2020 11:05:09 AM
Completed	Security Checked	12/2/2020 11:05:09 AM
Payment Events	Status	Timestamps
<b>Electronic Record and Signature</b>	Disclosure	

#### ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Bakersfield (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

# Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

# Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

# Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

# How to contact City of Bakersfield:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: llegge@bakersfieldcity.us

# To advise City of Bakersfield of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at llegge@bakersfieldcity.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

#### To request paper copies from City of Bakersfield

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to llegge@bakersfieldcity.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

# To withdraw your consent with City of Bakersfield

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to llegge@bakersfieldcity.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

# Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <a href="https://support.docusign.com/guides/signer-guide-signing-system-requirements">https://support.docusign.com/guides/signer-guide-signing-system-requirements</a>.

# Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access: and
- Until or unless you notify City of Bakersfield as described above, you consent to receive
  exclusively through electronic means all notices, disclosures, authorizations,
  acknowledgements, and other documents that are required to be provided or made
  available to you by City of Bakersfield during the course of your relationship with City of
  Bakersfield.

# Kern River Snow Surveys- East Side Updated 10/08/2020

Intent: It is the intent of Sierra Snow Surveys to provide the personnel and equipment (1) to perform snow surveys at the following Snow Courses:

- 1. Ramshaw Meadow- 259-RMM- 8,700'- Lat 36.352 Long -118.265
- 2. Little Whitney Meadow- 260- LWM- 8,500'- Lat 36,378 Long -118,347
- 3. Big Whitney Meadow- 257- BWH- 9,750'- Lat 36.440 Long -118.255
- 4. Tunnel Guard snow sensor- TUN- 8.900'- Lat 36.367 Long -118.288
- 5. Cottonwood Pass- 251- CWP- 11,050'- Lat 36.450 Long -118.217
- 6. Siberian Pass- 252- SIB- 10,900'- Lat 36,473 Long -118,267
- 7. Rock Creek- 256- RCR- 9,600'- Lat 36.497 Long -118.333
- 8. Guyot Flat- 254- GYF- 10,650'- Lat 36.523 Long -118.348
- 9. Crabtree Meadow- 253- CBT- 10,7000'- Lat 36.564 Long -118.348
- 10. Sandy Meadows- 275- SDM- 10,650'- Lat 36.572 Long -118.367
- 11. Bighorn Plateau- 250-BGH- 11,350'- Lat 36.615 Long -118.377
- 12. Tyndall Creek-255- TND- 10,650'- Lat 36.632 Long -118.392
- 13. Upper Tyndall snow sensor- UTY- 11,400'- Lat 36.650 Long -118.397

The courses will be performed during the California Department of Water Resources Snow Survey Window for monthly measurements. These measurements will commence with the Feb. 1 Snow Survey through the April 1 Snow Survey. Should a hydrologic event occur, conditional circumstances may require Snow Surveys from May 1 to July 1.

Typically two snow surveyors would be required to perform the job duties. During certain hydrologic events, three surveyors would be required to perform the duties safely and efficiently. Attrition of personnel would require on the job training for new Snow Surveyors leading to three person teams. Based on the historical average, the courses take approximately twelve days to complete. This can vary due to hydrological circumstances and weather conditions.

Month	FEB.	MAR	APR	MAY	JUN	JUL
Туре	Scheduled	Scheduled	Scheduled	Conditional	Conditional	Conditional
Labor Days	24/36	24/36	24/36	24/36	24/36	24/36

Field Employees: At least one team member will have completed the course previously to insure continuity and experience during an active survey. Each employee will have taken both Avalanche and Wilderness First Aid training (or equivalent). Each employee will abide to all

safety regulations and all policies. Sierra Snow Surveys Safety regulations and policies are attached at the end of this document. Each field surveyor will be responsible for their equipment and ensure it is in good working order. Each field surveyor will have gone over a predetermine route and daily expectations. Weather, hydrologic conditions, avalanche conditions, route conditions, and physical conditions of each field employee will be discussed along with any other pertinent issues. The route and expectation will be relayed to the Safety Coordinator in written format along with conditions/pertinent issues noted prior. The Snow Surveyor will conduct the snow survey to the best that conditions allow. The Snow Surveyors will properly fill out the Snow Survey notes and double check the math. After the completion of the course, the data will be relayed to the Safety Coordinator via Satellite Phone/InReach Device. Employees will respect any policies deemed by the USFS/NPS while residing in their cabins.

Safety Coordinator: The Safety Coordinator should familiar with typical circumstances of snow surveys and preferable has experienced the route. Safety Coordinator will be in the loop in relation to the route and expectation of the survey team. This will be in written format prior to departure. The Safety Coordinator will be available at all times via phone during field activities. Please review Safety regulations and policies for procedures. Backup Safety Coordinator will be Sierra Snow Survey Management.

Sierra Snow Surveys: Sierra Snow Surveys will ensure employees will be covered by Workman's Compensation Insurance. Sierra Snow Surveys will provide a Satellite Phone/InReach Device, aux battery, and a camera to document survey anomalies or cabin damage.

Cost: Cost was broken down into labor days with shared cost of the Safety Coordinator (Kings/Kern will report to the same Safety Coordinator on Call) built into the rate. What is also built into the rate is the Avalanche Training, Medical Examinations, administration, equipment provided by Sierra Snow Surveys and labor associated with the extracurricular activities. These extra cost would be spread from the Feb-April Snow Surveys as they are scheduled. Daily rates would fall for conditional months as the extra cost would already be funded by April. The cost is \$505.00 per day per snow surveyor, a typically the Feb.-April Survey would cost \$54,540.00 using three individuals (worst case scenario) on the field work and one Safety Coordinator. Monthly cost for the Feb.-April Survey would be \$18,180.00 per month for three snow surveyors/one safety coordinator. If conditions exist to allow for two surveyors, monthly cost would be approximately \$12,120.00. It is the intent of Sierra Snow Surveys to institute a training program as it is expected that several of the existing snow surveyors will retire soon. It is the desire of Sierra Snow Surveys to hire two new snow surveyors for the 2020/2021 season. It is the intent to send a trainee with two seasoned surveyors on two of the scheduled snow surveys. These dollar values may alter due to unforeseen issues, such as storm impact or reroute due to avalanche hazards.

Estimated maximum cost \$54,540.00 for Feb. through April snow survey.

Conditional May-Jul Snow Surveys as needed per Kern River interest will be an additional \$406.00 per day per snow surveyor. Dependent on conditions, two to three snow surveyors made by deployed to conduct the snow survey. Cost can range from \$9,744.00 to \$14,616.00.

Should the City of Bakersfield desire to enter into a multi-year contract, the contract pricing would be as follows:

2020/2021	- \$505.00 per Surveyor per Day — February — April - \$406.00 per Surveyor per Day — May — July
2021/2022	- \$505.00 per Surveyor per Day – February – April - \$406.00 per Surveyor per Day – May – July
2022/2023	- \$520.00 per Surveyor per Day — February — April - \$418.00 per Surveyor per Day — May — July
2023/2024	- \$520.00 per Surveyor per Day - February - April - \$418.00 per Surveyor per Day - May - July
2024/2025	- \$536.00 per Surveyor per Day – February – April - \$431.00 per Surveyor per Day – May – July

(1)- Snow Survey tubes and associated equipment is provided by CA DWR.

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(1)- Snow Survey tubes and associated equipment is provided by CA DWR.



# **ADMINISTRATIVE REPORT**

**MEETING DATE**: 12/16/2020 Consent – Agreements r.

TO: Honorable Mayor and City Council

**FROM:** Nick Fidler, Public Works Director

**DATE:** 11/19/2020

WARD:

SUBJECT: Agreement with Sturgeon Electric California LLC. (not to exceed

\$200,000) for electrical services at the Mount Vernon Recycling Facility for a one-year term, renewable annually for four consecutive one-year

periods.

#### STAFF RECOMMENDATION:

Staff recommends approval of the agreement.

## **BACKGROUND:**

The Mount Vernon Recycling Facility (Facility) uses an annual contractor to perform work on high voltage electrical systems powering the Facility's heavy machinery. Due to the working environment at the Facility, the high voltage electric motors, relays, and controls for the equipment require frequent maintenance. The maintenance requires specially trained and equipped electrical technicians. Currently, the Solid Waste Division does not have staff with the electrical expertise to maintain the Facility's electrical systems.

The City's current on-call agreement is set to expire. Therefore, staff issued a new request for proposals (RFP) to establish a new on-call agreement for electrical services at the Facility. Responses to the RFP were received from three firms as summarized below.

- Sturgeon Electric California, LLC, Bakersfield, CA
- CATelstar Instruments, Hanford, CA
- Innovative Engineering Systems Inc. (IES), Bakersfield, CA

After reviewing the qualifications and fee proposals submitted by the three firms, staff recommends award of this agreement to Sturgeon Electric California, LLC. due to their qualifications, experience, and rates being the most favorable to the City.

The funding source for this amendment is the Refuse Enterprise Fund; therefore, there is no General Fund impact associated with this amendment. In addition, approximately 60 percent of the cost will be reimbursed by Kern County per the Greenwaste Cost Sharing Agreement.

# ATTACHMENTS:

Description Type

□ Sturgeon Electric California, LLC. Agreement Agreement

<b>AGREEMENT</b>	NIO	
$\Delta (-k+\mu m+m)$	NU)	

# INDEPENDENT CONTRACTOR'S AGREEMENT

This INDEPENDENT CONTRACTOR'S A	AGREEMENT ("Agreement") is made and
entered into on	, by and between the CITY OF
BAKERSFIELD, a municipal corporation	n, ("CITY") and <b>STURGEON ELECTRIC</b>
CALIFORNIA, LLC. ("CONTRACTOR").	

#### RECITALS

**WHERAS**, CITY has converted many of its machines at the Mt. Vernon Recycling Facility form diesel to clean electric power; and

WHEREAS, timely service and repair of said electric powered equipment is critical to the regular operation of the facility as is serves it serves the public seven (7) days per week; and

**WHEREAS,** CITY staff is not always available to perform critical services to said electrical equipment; and

**WHEREAS,** CONTRACTOR represents that CONTRACTOR is experienced, well qualified and a specialist in the field of electric services.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree as follows:

- SCOPE OF WORK. In exchange for the Compensation (defined below), CONTRACTOR shall perform the following:
- 1.1 Work is to be performed on an on-call basis, and primarily at the Mount Vernon Recycling Facility, 2601 South Mount Vernon Avenue. However, work may be required at other CITY facilities. CONTRACTOR is responsible for all parts and to perform labor to install electrical projects and make electrical repairs pursuant to the proposal attached hereto as Exhibit "A" and incorporated herein by reference. CONTRACTOR must be certified and demonstrate expertise working with motor control centers and support systems. CONTRACTOR must be able to troubleshoot, monitor and repair motor control centers to include smart relay, soft start, Y delta start, and variable frequency drive systems, and program logic controllers. CONTRACTOR must be able to respond at any time for these electrical repair services for motor control center panels in the event CITY staff is not available.

1.2 Work is to be performed primarily at the Mount Vernon Recycling Facility, 2601 South Mount Vernon Avenue, however work may be required at other CITY facilities. CONTRACTOR is responsible for all parts to perform labor to install electrical projects and make electrical repairs as directed (must include 480 volts and below). The scope of work is further defined in the proposal attached hereto as Exhibit "A" (contractors detailed rate sheet) and incorporated herein by reference. CONTRACTOR must be able to respond at any time for electrical services for equipment and lines 480 and below in the vent CITY staff is not available. CONTRACTOR must be certified and demonstrate expertise to include the ability to troubleshot, monitor and repair these 480-volt and below lines and equipment.

("Scope of Work"). The Scope of Work shall include all items and procedures necessary to properly complete the task CONTRACTOR has been hired to perform, whether specifically included in the Scope of Work or not.

 COMPENSATION/PAYMENT PROCEDURE. Subject to the conditions of this section, CITY will pay CONTRACTOR as follows for performing the Scope of Work ("Compensation"):

Compensation for all work, services or products called for under this Agreement shall consist of a total payment of Two Hundred Thousand Dollars (\$200,000) and is further defined in the proposals attached hereto as Exhibit "A" and incorporated herein by reference.

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 Two Hundred Thousand Dollars (\$200,000) for performing the Scope of Work.

- 3. <u>TERM.</u> Unless terminated sooner, as set forth herein, this Agreement shall be for a one (1) year period and shall be renewable annually thereafter for four (4) consecutive one-year periods. Renewal options shall be exercised at the sole option and discretion of the City of Bakersfield.
- 4. <u>TERMINATION</u>. 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.
- 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. <u>STARTING WORK</u>. 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. <u>INCLUDED DOCUMENTS</u>. 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. <u>LICENSES</u>. CONTRACTOR shall, at its sole cost and expense, keep in effect

or obtain at all times during the term of this Agreement any licenses, permits and approvals which are legally required for CONTRACTOR to practice its profession and perform the Scope of Work. If CONTRACTOR is a corporation, at least one officer or key employee shall hold the required licenses or professional degrees. If CONTRACTOR is a partnership, at least one partner shall hold the required licensees or professional degrees.

- 13. <u>STANDARD OF PERFORMANCE</u>. 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.
- SB 854 COMPLIANCE. To the extent Labor Code Section 1771.1 applies to 14. 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 <u>Types and Limits of Insurance</u>. 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 <u>Automobile liability insurance</u>, 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.

- **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.
- Workers' compensation insurance with limits of not less than 16.1.3 \$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 Pursuant to Labor Code Section 1861. employees. 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.

- 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.
- 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. <u>Assignment</u>. 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. <u>BINDING EFFECT</u>. 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.
- **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. <u>COUNTERPARTS</u>. This Agreement may be executed in any number of counterparts, each of which shall be considered as an original and be effective as such.
- **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. <u>FURTHER ASSURANCES</u>. 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. <u>INTERPRETATION</u>. Whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the

plural.

- 29. <u>MERGER AND MODIFICATION</u>. 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: STURGEON ELECTRIC CALIFORNIA LLC.

13501 Benson Avenue Chino CA, 91710

- **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. <u>TITLE TO DOCUMENTS</u>. 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 N	umb	er <u>474688</u>	115	
CONTRACTOR is a corporation?	Yes	X	No	
•	_	(Please ch	eck one.)	

[Signatures on Following Page]

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the date first written above.

"CITY" CITY OF BAKERSFIELD	"CONTRACTOR" STURGEON ELECTIC CALIFORNIA, LLC.
By: KAREN GOH Mayor	Print Name Stave Horrisco  Title: Observans Manager
APPROVED AS TO FORM: VIRGINIA GENNARO City Attorney	
By: JOSHUA RUDNICK Deputy City Attorney Insurance:	_
APPROVED AS TO CONTENT: PUBLIC WORKS DEPARTMENT	
By: NICK FIDLER Public Works Director	-
COUNTERSIGNED:	
By:	-
Attachment: Exhibit A	



# EXHIBIT "A" - Electrician/Equipment Billing Rates

Electrical Services for Solid Waste Division Public Works Department Bakersfield, California

Field Service/Construction	Straight-time	Over-time	Double-time
Service Electrician	\$115/HR	\$155/HR	\$180/HR
Electrical/Instrument Technician	\$120HR	\$165/HR	\$190/HR
Lineman	\$115/HR	\$155/HR	\$180/HR
Foreman	\$120/HR	\$165/HR	\$190/HR
Forman – Lineman	\$120/HR	\$165/HR	\$190/HR
General Forman	\$125/HR	\$170/HR	\$195/HR
Services Manager	\$95/HR	\$95/HR	\$95/HR
Laborer/Runner	\$65/HR	\$65/HR	\$65/HR
Automation Technician	\$120/HR	\$165/HR	\$190/HR
Apprentice	\$105/HR	\$135/HR	\$155/HR
*********	*******	*******	*******
Description	Rates	Per Hour/Per Day	Characteristics
Electrical Service Truck		\$55/DAY	Fully Tooled
Automobile/Pick-up Truck		\$45/DAY	Some Tools
Line Truck		\$65/HR	Varies
Bucket Truck		\$85/DAY	30' Single Bucket
Crane		\$95/HR	Hydro Crane
Delivery Truck w/ Lift Gate		\$50/DAY	Varies
Pole Dolly		\$50/DAY	
Trencher		\$125/DAY	Walk Behind
Man Lift		\$150/DAY	Varies
Trailer		\$25/DAY	Varies
Recording Amp-Volt Meter		\$55/DAY	Amprobe Chart Recorder
Roto Hammer		Provided on Service Truck	
Calibration Equipment		\$50/DAY	Varies

# Electrician Services for Solid Waste Division

Conduit Threading Machine	T. Lucy Comment	Provided on Service Truck	
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# **ADMINISTRATIVE REPORT**

**MEETING DATE**: 12/16/2020 Consent – Agreements s.

TO: Honorable Mayor and City Council

**FROM:** Nick Fidler, Public Works Director

**DATE:** 11/23/2020

WARD: Ward 3

**SUBJECT:** Final Map and Improvement Agreement with Jeremy Willer

Construction, Inc. (Developer), for Tract 6968 Unit 2 located north

of Snow Road and east of Quall Creek Road.

# STAFF RECOMMENDATION:

Staff recommends approval of map and the agreement.

# **BACKGROUND:**

Per Bakersfield Municipal Code Chapter 16, "Subdivisions," Tentative Tract Map 6968 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, Jeremy Willer Construction, 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 6869 Unit2 Imp Agr Agreement

Tract 6968 Unit 2 Final Map Backup Material

Tract 6869 Unit 2 Vicinity Map Backup Material

IMPROVEMENT AGREEMENT NO.	
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# FOR

# TRACT 6968 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 Jeremy Willer Construction 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 6968 Phase 2 (the "Project"), under the provisions of the Subdivision Map Act (Govt. Code §§ 66410 et seq.) ("Map Act"), and the Subdivision Ordinance of City (Title 16 of the Bakersfield Municipal Code ("BMC")) ("Ordinance");

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

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

#### AGREEMENT

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

1. IMPROVEMENTS TO BE CONSTRUCTED. Developer will construct in the Project, at its sole cost and expense, those facilities and improvements (herein collectively referred to as "Improvements") required by BMC Sections 16.32.060 or Section 16.32.080, whichever is applicable, required in the resolution adopted by the City Planning Commission on October 20, 2016, and/or required in a resolution extending the expiration of the tentative map, if applicable. The Planning Commission's resolution and the resolution extending the expiration of the tentative map, if applicable,

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

- 2. <u>MANNER OF CONSTRUCTION</u>. 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. <u>TIME FOR COMPLETION</u>. All of the improvements must be fully completed in accordance with the terms of this Agreement to the satisfaction of City Engineer within one year from the Effective Date unless City Engineer grants an extension of the time for completion.
- 4. RECORDING OF NOTICE OF COMPLETION; ISSUANCE OF CERTIFICATES OF OCCUPANCY; FINAL INSPECTIONS.
  - 4.1. When Developer notifies City Engineer that Developer has completed construction of the Improvements, City Engineer will conduct an inspection of the Improvements and notify Developer of any deficiencies in the Improvements.
  - **4.2.** When Developer corrects the deficiencies, if any, in the Improvements to City Engineer's satisfaction, City Engineer will accept the Improvements.
  - 4.3. After the Improvements are accepted by City Engineer, City will record a notice of completion (the "NOC") once Developer provides City Engineer with relevant items identified on the Checklist for Notice of Completion, attached hereto as **Exhibit A** and

incorporated herein by this reference.

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

- 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

For fracts 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** <u>Developer's Obligation to Maintain Security.</u> 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. <u>DEFAULT: REMEDIES</u>.

- 7.1. <u>Default</u>. 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. <u>NO WAIVER OF DEFAULT</u>. 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. <u>Types and Limits of Insurance</u>. 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. <u>Automobile liability insurance</u>, 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. <u>Commercial general liability insurance</u>, 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

CITY OF BAKERSFIELD
Public Works Department
Attention: Subdivisions
1600 Truxtun Avenue

Bakersfield, California 93301 Telephone: (661) 326-3724

Developer:

Jeremy Willer Construction Inc.

6702 Montagna Drive Bakersfield Ca. 93306 Telephone: (661) 487-5584

Email: Jeremy@jeremywiller.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.** <u>Binding Effect</u>. 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	Num	bers.

Developer's Federal Tax Identification No. <u>47-1003341</u>.

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	JEREMY WILLER CONSTRUCTION, INC.
By: KAREN GOH Mayor	By: Descrip Willer  Title: OWNER
APPROVED as to form: VIRGINIA GENNARO City Attorney	By:
By: JOSHUA RUDNICK Deputy City Attorney	Print Name:
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 Exhibit B – Required Security Exhibit C – Engineer's Estimate Exhibit D – Security	of Completion

# 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 KEYN
On November 19th 100 before me, Macy Niwu Stewart Notary Public,  Date (here insert name and title of the officer)  personally appeared Ilvimy Willer
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.  MACY NICOLE STEWART Notary Public - California Kern County Commission # 2279597 My Comm. Expires Mar 3, 2023
Signature: OPTIONAL
Description of Attached Document
Title or Type of Document: Number of Pages:
Document Date: Other:
2015 Apoetilla Sarvica, 707,992,5551 ways. California Apoetilla us. — California Mobila Notari, Natural, com a CAADNI, com



# PUBLIC WORKS DEPARTMENT CITY OF BAKERSFIELD SUBDIVISIONS

#### **CHECKLIST FOR NOTICE OF COMPLETION**

Project No.	Phase No.	
GENERAL INSTRUCTION	IS	

# 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:

# **Required Security**

TYPE OF SECURITY	Performance	Labor & Materials/ Payment	Warranty/ Maintenance
WHEN REQUIRED	When Developer submits executed Agreement and final map to City for approval	When Developer submits executed Agreement and final map to City for approval	Before City records the NOC of the Improvements
AMOUNT OF SECURITY	100% of the total estimated cost of the Improvements as reflected in the Engineer's Estimate attached hereto as Exhibit C and incorporated herein by reference ("Engineer's Estimate")	50% of the total estimated cost of the Improvements as reflected in the attached Engineer's Estimate	10% of the total estimated cost of the Improvements as reflected in the attached Engineer's Estimate
DATE OF RELEASE/ REDUCTION	Within 30 days after City records a NOC of the Improvements; but, if City discovers that Developer performed defective work or labor or furnished defective materials in completing the Improvements or Developer damages the Improvements after City records the NOC, the Security will be released only after Developer has repaired or replaced the defective or damaged Improvements to City's satisfaction.  When submitted to City, the Performance Security, on its face, must be effective for no fewer than 18 months after the Effective Date of this Agreement and subject to the requirements of this section. City may, in its sole discretion, authorize a reduction of the face value of the Performance Security, if requested by Developer, once the Improvements are sufficiently completed to make them operational and usable as a public improvement. If the reduction is authorized, City will use the Engineer's Estimate to determine the amount of the reduction based on the portion of the Improvements completed; but, in no case, will City authorize a reduction of the face value of the Security below 50% of the originally required amount.	90 days after City records a NOC of the Improvements unless City receives written notice that an action or stop notice has been filed related to the construction of the Improvements, in which case the Security, at Developer's request, may be reduced to an amount not less than the total of all claims on which an action or stop notice has been filed	18 months after recordation of the NOC of the Improvements

#### **BOND ESTIMATE**

#### for City of Bakersfield Tracts

Tract 6968

- Phase 2

Date: Job No: Prepared By: 11/9/2020 15-035.00 DF/mjt

Item No.	Item Description	Qty	Unit	Unit \$	Item \$
Storm Drain Im	provements				
	36" Storm Drain (RGJ-RCP)	278	If	130.00	36,140
	( Company of the comp	210		Sub-Total	36,14
Sewer Improve	ments			040 1014	00,140
2.	8" Sewer Line	1483	lf	55.00	81,56
3.	4" Laterals	1475	If	30.00	44,250
4.	Standard Manhole, 6' to 8'	5	ea	2600.00	13,000
				Sub-Total	138,818
Water Improve					(000 FAT SEA)
7	1" Water Service	42	ea	1100.00	46,200
6.	8" Waterline	1180	If	35.00	41,300
	8" Gate Valve & Valve Box	4	ea	1560.00	6,240
8.	6" Fire Hydrant Assembly	3	ea	4000.00	12,000
	Tie-in to existing line	1	ea	1100.00	1,100
10.	2" Blow-off Assemblies	3	ea	1200.00	3,600
	21			Sub-Total	110,440
Street Improver					
	A.C. Paving	835	tns	100.00	83,500
	Aggregate Base (Class 2)	1493	су	70.00	104,510
	Roadway Excavation/Subgrade Preparation	1066	су	25.00	26,650
	6" Curb & Gutter	2933	lf	25.00	73,325
	Sidewalk (4" thick)	12263	sf	6.00	73,578
	Driveways (6" thick)	4410	sf	9.00	39,690
	Handicap Ramps (ADA/Title 24/CalTrans)	4	ea	2500.00	10,000
	Street Name Signs	2	ea	300.00	600
	Street Lights - COB Standard	4	ea	6000.00	24,000
20.	Survey Monument & Encasement	3	ea	750.00	2,250
				Sub-Total	438,103
	TOTAL IMPROVEMENTS:				723,498
	20 % Contingency:				144,700
	ENFORCEMENT COST				15,000
	TOTAL IMPROVEMENT BOND:			1	883,198
	50% LABOR BOND:				441,599



Bond No:	100529290
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# City of Bakersfield PERFORMANCE BOND

Premium: \$17,664.00 annually

The City of Bakersfield ("City") and Jeremy Willer Construction, Inc. ("Principal") have entered into an agreement dated
To that end, Principal and American Contractors Indemnity Company ("Surety") are held and firmly bound unto the City in the penal sum of \$883,198.00 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 November 18th, 20_20.
By:    Construction   Inc.   SURETY   American Contractors Indemnity Company
SERFORMANCE BOND ast Revised: December 6, 2013 Seal: EXHIBIT D

#### **ACKNOWLEDGMENT**

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

validity of that document.	
State of California County ofLOS ANGELES	)
On <u>NOV 18 2020</u> before me,	P. KANEGAWA PEREZ, NOTARY PUBLIC  (insert name and title of the officer)
	(insert name and title of the officer)
subscribed to the within instrument and acknow	vidence to be the person(s) whose name(s) is/are vledged to me that he/she/they executed the same in
his/ <del>her/their</del> authorized capacity <del>(ies)</del> , and that beerson <del>(s</del> ), or the entity upon behalf of which the	by his/ <del>her/their</del> signature(s) on the instrument the person(s) acted, executed the instrument.
certify under PENALTY OF PERJURY under to paragraph is true and correct.	the laws of the State of California that the foregoing
WITNESS my hand and official seal.	P. KANEGAWA PEREZ Notary Public - California
D. 1	Los Angeles County Commission # 2303241

Signature

My Comm. Expires Sep 25, 2023



#### **POWER OF ATTORNEY**

# AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Andrew Miraflor of Los Angeles, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed
under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:
Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:
Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.
Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating, thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.
IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, the day of June, 2018.
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY
State of California
County of Los Angeles    County of Los Angeles   Count
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document
On this 1 <sup>st</sup> day of June, 2018, before me, Sonia O, Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.  Signature (seal)  Sold O. Care. In Matery Public - California Lan Angelin County and
I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.
In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this  18th day of November 2020
Corporate Seals Bond No. 100529290
Agency No. 9012 Kio Lo, Assistant Secretary

Bond	No:	100529290

Premium: Included in Performance Bond.

**EXHIBIT D** 

# City of Bakersfield LABOR AND MATERIALS BOND

The City of Bakersfield ("City") and Jeremy Willer Construction, Inc. ("Principal") have entered into an agreement dated
To that end, Principal and American Contractors Indemnity Company ("Surety"), and their respective heirs, successors, executors, and administrators, jointly and severally, are held firmly bound unto the City and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Agreement and referred to in Civil Code sections 9000 through 9566, in the sum of \$441,599.00 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 $\frac{11/18}{2020}$ .
By:    By:   Andrew Mirayor, Attorney-In-Fact
ABOR AND MATERIALS BOND
Last Revised: November 20, 2013 Seal

## **ACKNOWLEDGMENT**

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

Valle	uity Of ti	iat uu	Cument.		
	of Califo	ornia	LOS ANGEL	ES	
On	NOV	18	2020	before me,	P. KANEGAWA PEREZ, NOTARY PUBLIC  (insert name and title of the officer)
who p subsc his/ <del>he</del>	roved to ribed to <del>r/thei</del> r a	me of the w uthori	on the basis vithin instrum vized capacity	nent and acknow / <del>(ies)</del> , and that b	vidence to be the person(s) whose name(s) is/are reledged to me that he/she/they executed the same in by his/her/their signature(s) on the instrument the e person(s) acted, executed the instrument.
I certif	fy under	PEN	ALTY OF PE	ERJURY under t	he laws of the State of California that the foregoing

WITNESS my hand and official seal.

paragraph is true and correct.

Signature mount

(Seal)

P. KANEGAWA PEREZ

Notary Public - California
Los Angeles County
Commission # 2303241
My Comm. Expires Sep 25, 2023



#### **POWER OF ATTORNEY**

# AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Andrew Miraflor of Los Angeles, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed  ******One Million******  Dollars  ( ***1,000,000,00****  ). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:
Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:
Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.
Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.
IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this day of June, 2018.
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY U.S. SPECIAL TAINSURANCE COMPANY
State of California
County of Los Angeles  By:  Daniel P. Aguilar, Vice President
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document
On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.  Signature (seal)  SOMA O. CARELO Notice public. Celifornia Lor Ageice, Genery Accommission 27 233-9772
I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.
In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 18th day of November 2020
Corporate Seals Bond No. 100529290
Agency No. 9012 Kic Lo, Assistant Secretary



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/19/2020

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 endorsements).

uns cerdificate does not comer rights to	LIIC	CELMII	reace molder in hear or such						
PRODUCER				CONTA NAME:	- Daniene (	Villiams			
KIÁ Insurance Associates, Inc.				PHONE (A/C, No, Ext): (661) 835-4542 FAX (A/C, No): (661) 835-4500					
License # 0L78680				E-MAIL ADDRESS: dwilliams@kernins.com					
P.O, Box 11390									NAIC #
Bakersfield			CA 93389-1390	INSURE	B 21 1	nsurance Com			34118
INSURED					NA-				
Jeremy Willer Construction, Inc.				INSURE					
6702 Montagna				INSURE					
0702 Montagria				INSURE	:R.D :				
D-1/E-14			Ós nanna	INSURE	RE:				
Bakersfield.		<del></del>	CA 93306	INSURE	RF:				<u></u>
			NUMBER: 20-21				REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INDICATED. NOTWITHSTANDING ANY REQUI CERTIFICATE MAY BE ISSUED OR MAY PERT. EXCLUSIONS AND CONDITIONS OF SUCH PO	REME AIN, T	NT, TE	ERM OR CONDITION OF ANY SURANCE AFFORDED BY THE	CONTR.	ACT OR OTHER IES DESCRIBE	R DOCUMENT V D HEREIN IS SI	MTH RESPECT TO WHICH T	HIS	
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CLAIMS-MADE CCCUR								40.0	
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	Ι΄.		10401010012000		11710/2020	11/10/2024	PERSONAL & ADV INJURY		000;000
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Policy PRO-							PRODUCTS - COMP/OP AGG	<u> </u>	00,000
OTHER:							Employee Benefits	ș Inclu	ided
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ANYAUTO							BODILY INJURY (Per person)	\$	
OWNED SCHEDULED AUTOS							BODILY INJURY (Per accident)	\$.	
HIRED NON-OWNED AUTOS ONLY		l .					PROPERTY DAMAGE (Per accident)	.\$	
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OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A						E.L. EACH ACCIDENT	<u>s</u>	
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE	. \$	
DESCRIPTION OF OPERATIONS DELLAW							E.L. DISEASE - POLICY LIMIT	\$	
		:					į		
DESCRIPTION OF OPERATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  Referenced to: Tract 6968 Unit 2 The City and its mayor, council, officers, agents, employees, and designated volumteers are included as additional insured with respects to general liability. Coverage is primary and non-contributing and includes ongoing and completed operations per the the attached endorsements. A written and executed contract is required for the additional insured status to be valid.									
CERTIFICATE HOLDER			····	CANC	ELLATION	<del></del>	W-17-11		
					EXPIRATION D	ATE THEREOF	SCRIBED POLICIES BE CAN NOTICE WILL BE DELIVER PROVISIONS.		BEFORE
1600 Truxtun Ave				AUTHORIZED REPRESENTATIVE					
Rakerstield			CV 03304				064		

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#### 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)	Location And Description Of Completed Operations					
All persons or organizations as required by written contract with the Named Insured	As designated in written contract with the Named Insured					
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:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 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
- 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: 164 GL 0188720-00

#### 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
All persons or organizations as required by written contract with the Named Insured	As designated in written contract with the Named Insured
Information required to complete this Schedule, if not sho	wn 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
  - 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:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 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:

- 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.

#### 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.

OP ID: HI



ACORD 25 (2016/03)

#### CERTIFICATE OF LIABILITY INSURANCE

OATE (MM/DD/YYYY)

11/19/2020 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(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROCATION 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 ileu of such endorsement(s). CONTACT Andy Naworski 661-327-3321 PRODUCER Stockdale Ins (Bakersfield) LICENSE #0C26131 FAX (A/C, No): 661-344-4132 PHONE (A/C, No, Ext): 661-327-3321 E-MAIL ADDRESS: AndyN@StockdaleInsurance.com PO Box 10269 Bakersfield, CA 93389-0269 Andy Naworski INSURER(S) AFFORDING COVERAGE NAIC # 35076 INSURER A: State Compensation Ins Fund insured Jeremy Willer Construction 1122 Truxtun Ave #200 Bakersfield, CA 93301 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. ADDL SUBR POLICY EFF POLICY EXP TYPE OF INSURANCE **POLICY NUMBER** COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) CLAIMS-MADE OCCUR MED EXP (Any one person) PERSONAL & ADVINJURY GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE 1222: POLICY PRODUCTS - COMP/OP AGG OTHER: COMBINED SINGLE LIMIT (Ea accident) AUTOMOBILE LIABILITY ANY AUTO SODILY INJURY (Per person) SCHEDULED AUTOS OWNED AUTOS ONLY BODILY INJURY (Par accident)
PROPERTY DAMAGE
(Per accident) HIRED ONLY NON-SYMED HMBRFL1 & LIAR OCCUR EACH OCCURRENCE EXCESS LIAB CLAIMS-MADE AGGREGATE DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS LIABILITY X PER STATUTE ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) 9256301-20 04/01/2020 04/01/2021 1,000,000 Y NIA 1,000,000 E.L. DISEASE - EA EMPLOYEE If yes, describe under DESCRIPTION OF OPERATIONS below 1,000,000 E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

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.

City of Bakersfield
1600 Truxtun Ave
Bakrsfield, CA 93301

Authorized representative:
Andy Naworski

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#### **ENDORSEMENT AGREEMENT**



HOME OFFICE SAN FRANCISCO

## WAIVER OF SUBROGATION

REP 35 9256301-20 RENEWAL NE 5-11-29-17 PAGE 1

ALLEFFECTIVE DATES ARE
AT 12:01 AM PACIFIC
STANDARD TIME OR THE
TIME INDICATED AT
PACIFIC STANDARD TIME

EFFECTIVE APRIL 1 , 2020 AT 12.01 A.M. AND EXPIRING APRIL 1, 2021 AT 12.01 A.M.

JEREMY WILLER CONSTRUCTION INC

6702 MONTAGNA DR BAKERSFIELD, CA 93306

ANYTHING IN THIS POLICY TO THE CONTRARY NOTWITHSTANDING, IT IS AGREED THAT THE STATE COMPENSATION INSURANCE FUND WAIVES ANY RIGHT OF SUBROGATION AGAINST,

CITY OF BAKERSFIELD

WHICH MIGHT ARISE BY REASON OF ANY PAYMENT UNDER THIS POLICY IN CONNECTION WITH WORK PERFORMED BY.

JEREMY WILLER CONSTRUCTION INC

IT IS FURTHER AGREED THAT THE INSURED SHALL MAINTAIN PAYROLL RECORDS ACCURATELY SEGREGATING THE REMUNERATION OF EMPLOYEES WHILE ENGAGED IN WORK FOR THE ABOVE EMPLOYER.

IT IS FURTHER AGREED THAT PREMIUM ON THE EARNINGS OF SUCH EMPLOYEES SHALL BE INCREASED BY 03%.

NOTHING IN THIS ENDORSEMENT SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY OTHER THAN AS ABOVE STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR LIMITATIONS IN THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

OCTOBER 14, 2020

25 70

RVa land Vorm Himen

EXHIBIT E



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/25/2020

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(les) 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).

thi	s certificate does not confer rights t	o tne	cert	incate notder in Hell of St			·			
PROD	UCER				CONTA NAME:		VES			<u></u>
Grav	es Insurance				PHONE (A/C, N	o, Ext): 001-30	0-9060	FAX (A/C, No):	661-489-	8900
5610	DISTRICT BLVD				E-MAIL ADDRE	tina@arau	esinsurance.ne			
STE	112						URER(S) AFFOR	IDING COVERAGE		NAIC#
Bake	ersfield			CA 93313	INSURE	La Harria		ASUALTY COMPANY		11770
INSUF	ED				INSURE					
	Jeremy Willer Construction				INSURE			**************************************		······································
	6702 Montagna Dr				INSURE					
	· .			•	INSURE			THE REPORT OF THE PROPERTY OF	····	
	Bakersfield			93306	INSURE	***************************************				
COV	ERAGES CER	TIFIC	ATF	NUMBER:				REVISION NUMBER:		
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	WORKERS COMPENSATION	*				<u> </u>		PER OTH-	,	
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The :	policy above contains an additional insured e	endors	emen	t in favor of the City and its ma	vor, con	incil. officers. at	zents, emplove	es, and designated voluntaers		
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ine.	above is in reference to "Tract 6968 Unit 2"									
				<u> </u>		S				
CER	TIFICATE HOLDER				CANO	CELLATION				
	City of Bakersfield Public Works	Depar	tment		THE	EXPIRATION	I DATE THE	ESCRIBED POLICIES BE CAN REOF, NOTICE WILL BE Y PROVISIONS,		
	Attn: Subdivisions				AUTHORIZED REPRESENTATIVE					
	1600 Truxlun Ave						1 CRAI	IFC		
	BAKERSFIELD		CA 93301	ŀ	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	1 UK#11	7 L.O			

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# TRACT No. 6968-UNIT 2

CONSISTING OF 4 SHEETS IN THE CITY OF BAKERSFIELD

BEING A SUBDIVISION OF A PORTION OF LOT 1 OF LOT LINE ADJUSTMENT NO. 16-0016, PER CERTIFICATE OF COMPLIANCE RECORDED AUGUST 24, 2017 AS DOCUMENT No. 217113554 OF OFFICIAL RECORDS; ALSO BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 29 SOUTH, RANGE 27 EAST, M.D.M., IN THE CITY OF BAKERSFIELD, COUNTY OF KERN, STATE OF CALIFORNIA. CONTAINING 42 RESIDENTIAL LOTS 8.43 GROSS ACRES

## OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF, OR HAVE SOME RIGHT, TITLE OR INTEREST IN AND TO, THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS MAP, AND THAT EXCEPT AS SHOWN ON THIS MAP AND STATEMENTS MADE A PART THEREOF, WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS CLEAR TITLE TO SAID PROPERTY, AND WE CONSENT TO THE MAKING OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE BOLD BORDER LINES AND HEREBY OFFER FOR DEDICATION TO THE PUBLIC USE, ALL THE STREETS SHOWN UPON SAID MAP WITHIN SAID SUBDIVISION.

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

JEREMY WILLER CONSTRUCTION, INC., A CALIFORNIA CORPORATION

JEREMY WILLER, PRESIDENT

ALEJANDRO RAMIREZ & CRYSTA GREER, AS BENEFICIARY UNDER DEED OF TRUST RECORDED NOVEMBER 3, 2020 AS DOCUMENT NO. 220164422, OFFICIAL RECORDS.

senniter o. Duncan

MICHAEL B. DUNCAN & JENNIFER D. DUNCAN, TRUSTEES OF THE M & J DUNCAN TRUST DATED MAY 15, 1997, AS BENEFICIARY UNDER DEED OF TRUST RECORDED NOVEMBER 3, 2020 AS DOCUMENT NO. 220164423, OFFICIAL RECORDS.

NAME Michael B. Duncan ITTLE Toustee

Walnus

# SOILS NOTE

A PRELIMINARY SOILS REPORT DATED OCTOBER 26, 2015 HAS BEEN PREPARED BY KRAZAN & ASSOCIATES, INC., GEOTECHNICAL ENGINEERING DIVISION AND SIGNED BY DAVID R. JAROSZ, II, REGISTERED GEOTECHNICAL ENGINEER NO. 2698, AND IS ON FILE IN THE CITY BUILDING DEPARTMENT IN ACCORDANCE WITH SECTION 16.44.040 OF THE CITY MUNICIPAL CODE. NO BUILDING PERMIT SHALL BE ISSUED FOR ANY LOT IN ANY SUBDIVISION UNTIL ALL GRADING HAS BEEN COMPLETED IN ACCORDANCE WITH THE APPROVED GRADING PLAN AND A FINAL SOILS REPORT HAS BEEN SUBMITTED TO AND APPROVED BY THE BUILDING DIRECTOR.

### NOTE

FOR NOTARY ACKNOWLEDGEMENTS, SEE SHEET 2.

### CITY CLERK'S STATEMENT

THE CITY COUNCIL OF THE CITY OF BAKERSFIELD HEREBY ORDERS THAT THE MAP OF TRACT No. 6968-UNIT 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, AND THAT THOSE EASEMENTS NOTED TO BE ABANDONED ON THIS MAP ARE, IN ACCORDANCE WITH SECTION 66434(a) 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:

TELEGRAPH COMPANY

# THE PACIFIC TELEPHONE AND

EASEMENT HOLDER PER BOOK 174, PAGE 215 OF OFFICIAL RECORDS.

NATURE OF INTEREST

#### CITY OF BAKERSFIELD, AS SUCCESSOR TO THE KERN RIVER CANAL AND IRRIGATING COMPANY, A CORPORATION

EASEMENT HOLDER PER BOOK 128, PAGE 258 & BOOK 4999. PAGE 409. BOTH OF OFFICIAL RECORDS.

### CITY OF BAKERSFIELD, A MUNICIPAL CORPORATION

EASEMENT HOLDER PER DOCUMENT NO. 217112425, OF OFFICIAL RECORDS.

#### PACIFIC GAS & ELECTRIC COMPANY

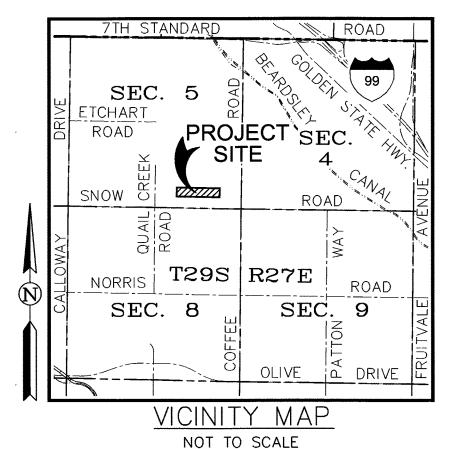
EASEMENT HOLDER PER BOOK 1496, PAGE 439, BOOK 5177, PAGE 2250 AND BOOK 6191, PAGE 1057, ALL OF OFFICIAL RECORDS.

#### CALIFORNIA RESOURCES PRODUCTION, A DELAWARE CORPORATION

MINERAL RIGHTS HOLDER TO A SUBSURFACE DEPTH OF 500 FEET WITH NO RIGHTS OF SURFACE ENTRY PER DOCUMENT NO. 000215069452 AND RE-RECORDED PER DOCUMENT NO. 000215071682, BOTH OF OFFICIAL RECORDS.

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

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



SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF JEREMY WILLER CONSTRUCTION, INC. ON JULY 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

L.S. NO. 4383



# PLANNING DIRECTOR'S STATEMENT

THE PLANNING COMMISSION OF THE CITY OF BAKERSFIELD APPROVED OR CONDITIONALLY APPROVED THE TENTATIVE MAP ON OCTOBER 20, 2016, 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 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.



VICOLAS	FIDLER	C 61069	

RECORDER'S	STATEMENT:
***************************************	

FILED THIS \_\_\_\_\_\_ DAY OF \_\_\_\_\_\_, 20\_\_\_\_\_, AT \_ OF MAPS, AT PAGE , AT THE REQUEST OF

DATE

JON LIFQUIST KERN COUNTY ASSESSOR-RECORDER

ROGER A. McINTOSH.

(DEPUTY)

SHEET 1 OF 4 SHEETS

# TRACT No. 6968-UNIT 2

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(DEPUTY)

# TRACT No. 6968-UNIT 2

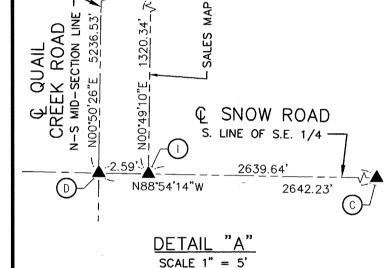
CONSISTING OF 4 SHEETS IN THE CITY OF BAKERSFIELD CONTAINING 42 RESIDENTIAL LOTS 8.43 GROSS ACRES

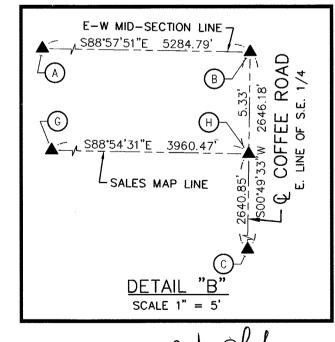
# **LEGEND**

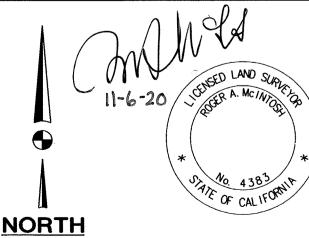
- O = SET 2" I.P. W/ HUB AND TAG MARKED "L.S. 4383"
- = SET CONC. MON. IN LAMPHOLE W/ BRASS CAP STAMPED "L.S. 4383"
- = FOUND MONUMENT AS DESCRIBED
- = FD. 2" I.P. W/ HUB AND TAG MARKED "L.S. 4383" PER TRACT NO. 6968-UNIT 1, M.B. 64, PGS. 29-32.
- = FD. CONC. MON. IN LAMPHOLE W/ BRASS CAP STAMPED "L.S. 4383" PER TRACT NO. 6968-UNIT 1, M.B. 64, PGS. 29-32.
- = FD. CONC. MON. IN LAMPHOLE W/ BRASS CAP STAMPED "L.S. 4383" PER TRACT NO. 7264-UNIT 2, M.B. 63, PGS. 94-97.

- AC. ACRES
- BK. BOOK C.O.B. CITY OF
- BAKERSFIELD
- CONC. CONCRETE
- COR. CORNER
- FD. FOUND
- I.P. TRON PIPE
- K.C.S. KERN COUNTY SURVEYOR
- L.S. LAND
- SURVEYOR
- L.H. LAMPHOLE M.B. MAP BOOK

# ABANDONMENT NOTE SEE SHEET 3







- M.D.M. MOUNT DIABLO **MERIDIAN**
- MON. MONUMENT
- O.R. OFFICIAL RECORDS
- PG. PAGE
- PUE PUBLIC UTILITIES EASEMENT
- RAD. RADIAL
- R.S. RECORD OF SURVEY
- SEC. SECTION
- S.F. SQUARE FEET
- S.M.L.K.C.L.C. SALES MAP OF LANDS OF KERN COUNTY
  - LAND COMPANY

R1 RADIAL NUMBER FOR DATA

R.27E. RANGE 27 EAST

- T.29S. TOWNSHIP 29 SOUTH
  - (SEE RADIAL TABLE)
  - C1 CURVE NUMBER FOR DATA (SEE CURVE TABLE)
  - L1 LINE NUMBER FOR DATA (SEE LINE TABLE)
  - <#>EASEMENT REFERENCES
  - (-) MONUMENT REFERENCES

### MONUMENT LEGEND

- W. 1/4 COR. SEC. 5, T.29S., R.27E., M.D.M. FD. CONC. MON. W/B.C. IN L.H. MRK'D. "LS7595" PER TRACT NO. 6480, M.B. 57, PGS. 122-124
- E. 1/4 COR. SEC. 5, T.29S., R.27E., M.D.M. B) FD. K.C.S. 2" I.P. PER FILED MAP NO. 7-1, BK. 6, PG. 50
- S.E. COR. SEC. 5, T.29S., R.27E., M.D.M. FD. K.C.S. CONC. MON. IN L.H. PER FILED MAP NO. 7-1, BK. 6, PG. 50
- S. 1/4 COR. SEC. 5, T.29S., R.27E., M.D.M. FD. K.C.S. CONC. MON. IN L.H. MRK'D. "REPL 6-17-74" PER FILED MAP NO. 7-1, BK. 6,
- CENTER OF SEC. 5, T.29S., R.27E., M.D.M. CALCULATED POSITION
- N. 1/4 COR. SEC. 5, T.29S., R.27E., M.D.M. (F) FD. K.C.S. CONC. MON. IN L.H. PER RECORD OF SURVEY BK. 27, PG. 188.

- S.W. COR. LOT 11 OF S.M.L.K.C.L.C. G FD. CONC. MON. IN L.H. MRK'D. "RCE 15331" PER TRACT NO. 5222, M.B. 39, PGS. 113-114
- N.E. COR. LOT 17 OF S.M.L.K.C.L.C. FD. K.C.S. 2" I.P. MARKED FOR LOT CORNER PER FILED MAP NO. 7-1, BK. 6, PG. 50 S.W. COR. LOT 29 OF S.M.L.K.C.L.C.
- FD. CONC. MON. W/B.C. IN L.H. MRK'D. "LS5332" PER TRACT NO. 5909, M.B. 48, PGS. 22-24
- N.E. COR. LOT 1, L.L.A. NO. 14-0217 PER CERTIFICATE OF COMPLIANCE RECORDED SEPTEMBER 2, 2014 AS DOC. NO. 0214106224, O.R. CALCULATED POSITION
- SALES MAP COR. OF LOTS 201/2 & 29 FD. REBAR AND CAP MRK'D. "LS5332" PER TRACT NO. 5909, M.B. 48, PGS. 22-24

### NOTES

A PENNY BRASS TAG MARKED L.S. 4383 WILL BE SET WITH EPOXY ON TOP OF CURB FOR A WITNESS CORNER ALONG THE PROLONGATION OF THE PROPERTY LINE FROM ALL FRONT LOT CORNERS. A 1/2" DIA. IRON ROD WITH A PLASTIC CAP MARKED L.S. 4383 WILL BE SET AT ALL REAR LOT CORNERS, EXCEPT AT BLOCK WALL LOCATIONS, WHERE A PENNY BRASS TAG MARKED L.S. 4383 WILL BE SET WITH A CONCRETE NAIL IN THE WALL ALONG THE PROLONGATION OF THE PROPERTY LINE.

THE BOLD BORDER INDICATES THE BOUNDARY OF LAND SUBDIVIDED BY THIS MAP.

ALL DISTANCES AND DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.

EASEMENT LEGEND, CURVE, LINE AND RADIAL DATA, SEE SHEET 4.

INFORMATION SHOWN ON BOUNDARY BETWEEN TRACT NO. 6968 UNIT 1, TRACT NO. 7264 UNITS 1-2, PARCEL MERGER NO. 16-0010 & LOT LINE ADJUSTMENT NO. 16-0016 AND THIS TRACT ARE RECORD SAME AS MEASURED.

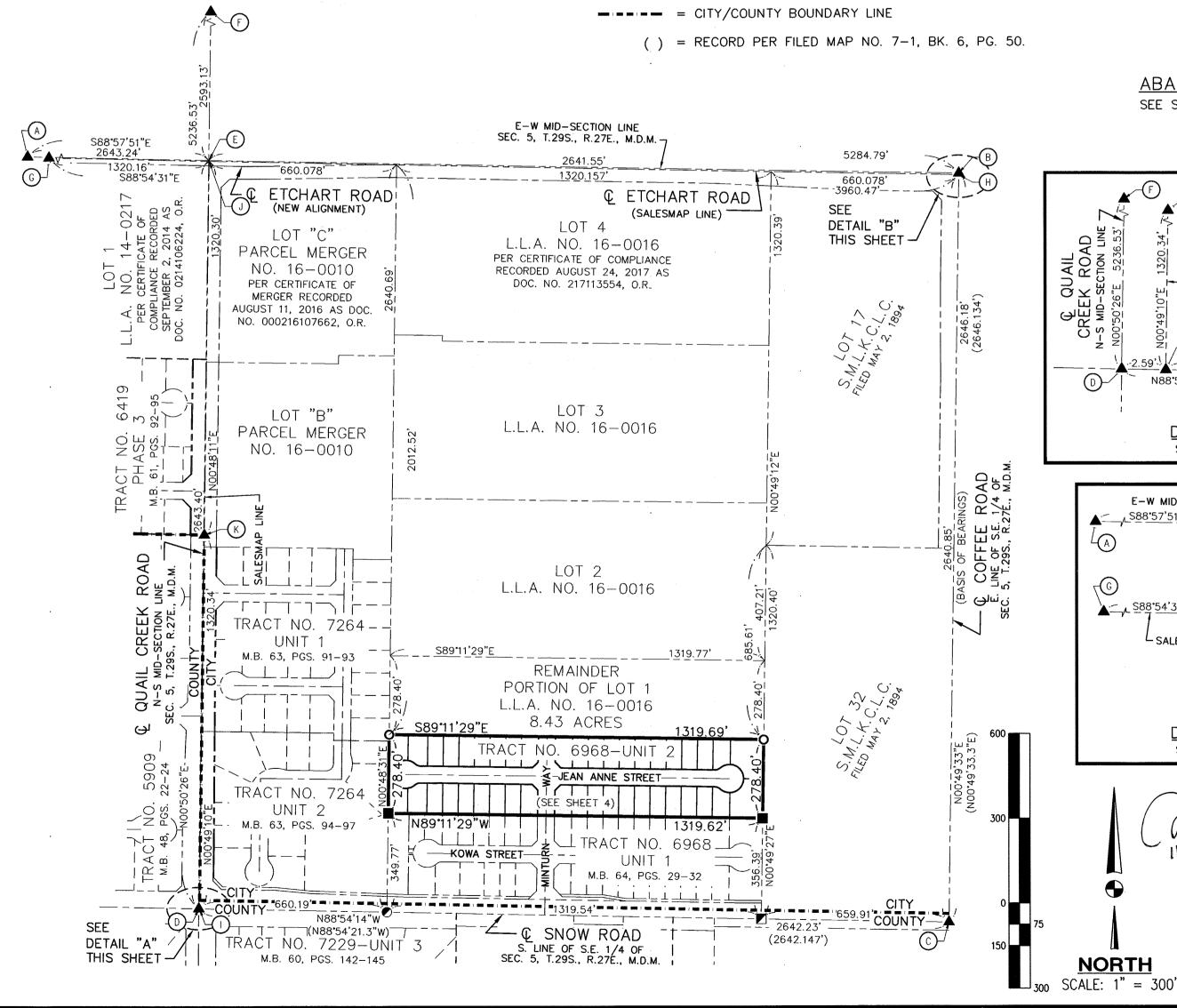
# RECORDER'S STATEMENT:

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		McINTOSH.		MAPS,	ΑТ	PAGE	· ·	· ·	ΑТ	THE	REQUEST	OF

JON LIFQUIST KERN COUNTY ASSESSOR-RECORDER

(DEPUTY)

SHEET 3 OF 4 SHEETS



BASIS OF BEARINGS

THE BEARING OF NO0°49'33"E SHOWN FOR CENTERLINE OF COFFEE

ROAD AND THE EAST LINE OF THE S.E. 1/4 OF SECTION 5, T.29S.,

R.27E., M.D.M., PER KERN COUNTY SURVEYOR'S FILED MAP NO. 7-1

WAS USED AS THE BASIS OF BEARING SHOWN HEREON

BOOK 6, PAGE 50, IN THE OFFICE OF THE KERN COUNTY SURVEYOR,

#### CURVE TABLE LINE TABLE BEARING DISTANCE CURVE | RADIUS | LENGTH | TANGENT 85.95' N8911'29"W 10.00' 50.00' 58.02 098\*29 N45\*48'31"E 042\*50 28.28 25.00' 18.69' 9.81 C3 L3 | N44\*11'29"W | 28.28 50.00' 29.97' 15.45 034\*20 L4 N89\*11'29"W 50.00' | 38.90' 044\*34 20.49 C5 50.00' 77.02' 48.50 08815 50.00' 14.90' 03311 28.96 50.00' 86.96 59.22 099\*38 50.00' 231.84' 53.93 265'40'01'

	R	RADI	AL TABLE
A	RA	DIAL	BEARING
'15"	F	₹1	S09'17'47"W
'00"	F	2	N00*48'31"E
'45"	R	3	S43*38'32"W
'24"	R	4	S02*32'55"w
37"	F	25	N42*01'29"W
08"	F	?6	S00*55'52"E
'53"	F	7	N08*50'21"W
·^1"			

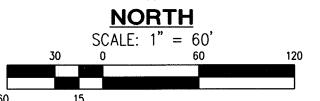
# TRACT No. 6968-UNIT 2

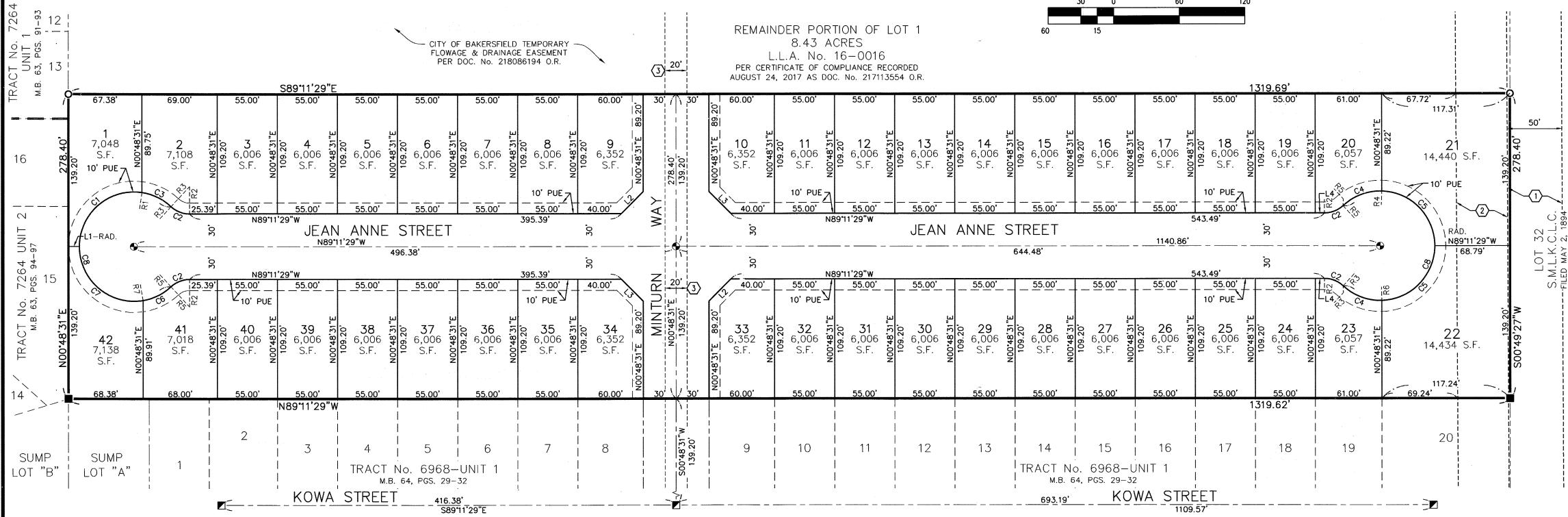
RADI	AL TABLE	IRAC
RADIAL	BEARING	
R1	S09'17'47"W	
R2	N00*48'31"E	
R3	S43'38'32"W	
R4	S02*32'55"W	
R5	N42*01'29"W	
R6	S00*55'52"E	

# ABANDONMENT NOTE

UPON RECORDATION OF THIS MAP, THE FOLLOWING EASEMENT WILL BE ABANDONED WITHIN THE BOUNDARY OF THIS MAP IN ACCORDANCE WITH SECTION 66434(q) OF THE SUBDIVISION MAP ACT:

THAT PORTION OF A TEMPORARY FLOWAGE AND DRAINAGE EASEMENT GRANTED TO THE CITY OF BAKERSFIELD RECORDED JULY 10, 2018 AS DOC. No. 218086194 O.R. CONTAINED WITHIN THIS PHASE.





### EASEMENT LEGEND

- AN EASEMENT GRANTED TO PACIFIC GAS AND ELECTRIC COMPANY FOR ELECTRICAL AND COMMUNICATION FACILITIES PURPOSES RECORDED SEPTEMBER 3, 1948 IN BOOK 1496, PAGE 439, O.R. A MODIFICATION TO SAID EASEMENT RECORDED FEBRUARY 23, 1979 IN BOOK 5177, PAGE 2250, O.R.
- AN EASEMENT GRANTED TO PACIFIC GAS AND ELECTRIC COMPANY FOR ELECTRICAL AND COMMUNICATION FACILITIES PURPOSES RECORDED DECEMBER 13, 1983 IN BOOK 6191, PAGE 1057, O.R.
- AN EASEMENT GRANTED TO THE CITY OF BAKERSFIELD FOR PUBLIC ACCESS PURPOSES RECORDED (3) AUGUST 22, 2017 AS DOC. NO. 217112425, O.R.

AN EASEMENT GRANTED TO THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY FOR ONE GUY STUB AND ANOTHER GUY PURPOSES RECORDED APRIL 6, 1927 IN BOOK 174, PAGE 215, O.R. (THE EXACT LOCATION IS NOT ASCERTAINABLE FROM RECORD)

AN EASEMENT GRANTED TO KERN RIVER CANAL AND IRRIGATING COMPANY FOR MAIN AND LATERAL CANALS PURPOSES RECORDED JUNE 25, 1928 IN BOOK 128, PAGE 258, O.R. (THE EXACT LOCATION IS NOT ASCERTAINABLE FROM RECORD)

AN EASEMENT GRANTED TO THE CITY OF BAKERSFIELD FOR MAIN AND LATERAL CANALS PURPOSES RECORDED DECEMBER 30, 1976 IN BOOK 4999, PAGE 409, O.R. (THE EXACT LOCATION IS NOT ASCERTAINABLE FROM RECORD)

# BASIS OF BEARINGS

THE BEARING OF NOO'49'33"E SHOWN FOR CENTERLINE OF COFFEE ROAD AND THE EAST LINE OF THE S.E. 1/4 OF SECTION 5, T.29S., R.27E., M.D.M., PER KERN COUNTY SURVEYOR'S FILED MAP NO. 7-1, BOOK 6, PAGE 50, IN THE OFFICE OF THE KERN COUNTY SURVEYOR, WAS USED AS THE BASIS OF BEARING SHOWN HEREON.

# **NOTES**

A PENNY BRASS TAG MARKED L.S. 4383 WILL BE SET WITH EPOXY ON TOP OF CURB FOR A WITNESS CORNER ALONG THE PROLONGATION OF THE PROPERTY LINE FROM ALL FRONT LOT CORNERS. A 1/2" 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 & MONUMENT LEGEND, SEE SHEET 3.

INFORMATION SHOWN ON BOUNDARY BETWEEN TRACT NO. 6968 UNIT 1, TRACT NO. 7264 UNITS 1-2, PARCEL MERGER NO. 16-0010 & LOT LINE ADJUSTMENT NO. 16-0016 AND THIS TRACT ARE RECORD SAME AS MEASURED.

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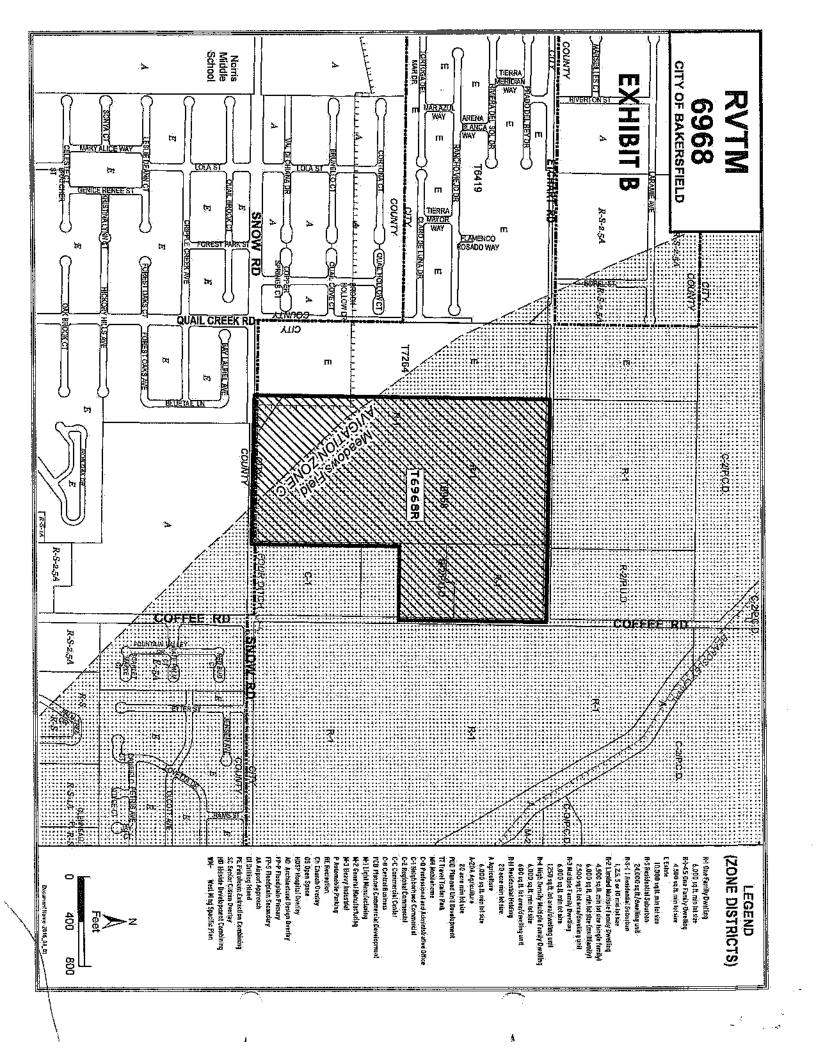
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OF MAPS, AT PAGE \_\_\_\_\_\_, AT THE REQUEST OF IN BOOK ROGER A. McINTOSH.

JON LIFQUIST KERN COUNTY ASSESSOR-RECORDER

(DEPUTY)

SHEET 4 OF 4 SHEETS





# **ADMINISTRATIVE REPORT**

**MEETING DATE**: 12/16/2020 Consent – Agreements t.

TO: Honorable Mayor and City Council

**FROM:** Nick Fidler, Public Works Director

**DATE:** 11/23/2020

WARD: Ward 5

**SUBJECT:** Final Map and Improvement Agreement with Summit Capital Ventures,

Inc., and John Balfanz Homes, Inc. (Developer), for Tract Map 7335, Phase 2 Located East of S. Allen Road and South of Hawksmoor

Street.

#### STAFF RECOMMENDATION:

Staff recommends approval of the map and the improvement agreement.

#### **BACKGROUND:**

Per Bakersfield Municipal Code Chapter 16, "Subdivisions," Tentative Tract Map 7335 was conditioned by the Planning Commission to require the construction of certain improvements within and adjacent to the tentative tract map, which include, but are not limited to, streets, sewer, walls, and storm drain on or adjacent to the property being subdivided. If these improvements are not completed when the developer, Summit Capital Ventures, Inc. and John Balfanz Homes, 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

TR 7335-2 IMP AGRVTTM 7335-2 Final MapBackup Material

IMPROVEMENT AGREE	ΛΕΝΤ ΝΟ
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#### FOR

#### TRACT 7335 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"), SUMMIT CAPITAL VENTURES, INC., a California corporation authorized to do business in California ("Owner") and JOHN BALFANZ HOMES, INC., a California corporation authorized to do business in California ("Contractor"). Collectively, Summit Capital Ventures, Inc. and John Balfanz Homes, Inc., are referred to as "Developer" in this Agreement.

#### RECITALS

WHEREAS, Summit Capital Ventures, Inc. is developing and subdividing land in the City of Bakersfield, commonly referred to as Tract 7335 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, John Balfanz Homes, Inc. is the general contractor on the Project;

WHEREAS, Summit Capital Ventures, Inc. agrees to be bound, jointly and severally, with John Balfanz Homes, Inc. for the taking of any actions required under this Agreement;

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

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

#### AGREEMENT

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

- 1. IMPROVEMENTS TO BE CONSTRUCTED. Developer will construct in the Project, at its sole cost and expense, those facilities and improvements (herein collectively referred to as "Improvements") required by BMC Sections 16.32.060 or Section 16.32.080, whichever is applicable, required in the resolution adopted by the City Planning Commission on March 7, 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. John Balfanz Homes, Inc. hereby agrees that it will be jointly and severally liable with Summit Capital Ventures, Inc. for the taking of any actions required under this Agreement.
- 2. <u>MANNER OF CONSTRUCTION</u>. 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. <u>TIME FOR COMPLETION</u>. All of the Improvements must be fully completed in accordance with the terms of this Agreement to the satisfaction of City Engineer within one year from the Effective Date unless City Engineer grants an extension of the time for completion.

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

- 4.1. When Developer notifies City Engineer that Developer has completed construction of the Improvements, City Engineer will conduct an inspection of the Improvements and notify Developer of any deficiencies in the Improvements.
- **4.2.** When Developer corrects the deficiencies, if any, in the Improvements to City Engineer's satisfaction, City Engineer will accept the Improvements.
- 4.3. After the Improvements are accepted by City Engineer, City will record a notice of completion (the "NOC") once Developer provides City Engineer with relevant items identified on the Checklist for Notice of Completion, attached hereto as **Exhibit A** and incorporated herein by this reference.
- **4.4.** City Building Director will not conduct a final inspection or issue any certificates of occupancy to Developer for any lot within the phase covered by this Agreement (the "Covered Phase") until City records the NOC.
- 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. <u>IMPROVEMENT SECURITY</u>.

- 6.1. <u>Required Security</u>. 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;

<sup>1</sup> For tracts that have no phases, the ferm "Covered Phase" refers to the Project.

- 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.** <u>Acceptable Security</u>. City Engineer has the sole discretion to determine which of the following forms of Security is acceptable:
  - **6.2.1.** A bond or bonds by one or more duly authorized corporate sureties that substantially conforms with the form set forth in Government Code Section 66499.1 or any successor statute;
  - 6.2.2. Cash deposited with City; or
  - 6.2.3. An irrevocable letter of credit from one or more responsible financial institutions regulated by state or federal government and pledging that the funds are on deposit and guaranteed for payment on demand by City.
- **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. <u>Default</u>. Developer will be in default of this Agreement if City Engineer, in the exercise of reasonable discretion, determines that any of the following exist:
  - 7.1.1. Developer has failed to properly and fully complete all of the Improvements in accordance with this Agreement within the time, or any extension of time, provided herein;
  - 7.1.2. Developer has failed or neglected to begin the Improvements, or any feature of the Improvements, within a time which will reasonably allow their completion within the time, or any extension of time, provided in this Agreement;
  - 7.1.3. Developer has abandoned any of the work on the improvements;
  - 7.1.4. Developer, if an individual, has been declared incompetent or placed under the care of a guardian or conservator, or has disappeared;
  - **7.1.5.** Developer is subject to a voluntary or involuntary petition in bankruptcy or has been declared bankrupt;
  - **7.1.6.** Developer changes the form of its business entity to a form different than the one identified in the introductory paragraph above; or
  - **7.1.7.** Developer or owner of the Project transfers ownership of the Project.

- 7.2. Remedies. If Developer is in default of this Agreement, City may, in its sole discretion, immediately exercise any of the following remedies without prejudice to any other remedy City may have in law or equity:
  - **7.2.1.** Demand that any available surety pay for the completion of the Improvements;
  - **7.2.2.** Demand that any available surety assume Developer's obligations under this Agreement, in lieu of payment of the secured funds;
  - 7.2.3. Provide the necessary supervision, equipment, materials, and labor as it may determine necessary, using any available means, to undertake and complete the Improvements or any part thereof in the manner required by this Agreement at Developer's and its surety's expense, and Developer and its surety, jointly and severally, will be liable to City and must pay City, on demand, any expenses, costs, fees, or other expenditures incurred by City in the course thereof;
  - **7.2.4.** Combine the payment of secured funds and the completion of Developer's obligations under this Agreement by City forces and/or other entities;
  - 7.2.5. Withhold the issuance of building permits or performance of inspections for any lot within the Covered Phase if the Improvements in any current or earlier phase of the map have not been completed in a timely manner at the time Developer requests building permits or inspections for any lot within the Covered Phase;
  - **7.2.6.** Withhold the issuance of building permits in subsequent phases until all Improvements in the Covered Phase are completed and approved by City Engineer; and
  - 7.2.7. Revert the real property to acreage. By executing this Agreement, Developer warrants that it has authority from each party having record title interest in the Project to act as such party's agent for purposes of the provisions of this subsection and to waive, and, hereby, waives any right to a hearing on such reversion.

Right of Entry. If City elects to exercise its right to the secured funds under this section, Developer hereby grants the right of entry to the Project to City, the surety, and the City's and surety's designated representatives for the purposes of completion of the Improvements or evaluation of any claims on secured funds under this Agreement. It is the responsibility of City, the surety, or the City's or surety's designated representatives to obtain any permission necessary for legal entrance to and/or construction on the Project from the Project's owner should Developer not own or have rights to the Project. It is also the responsibility of the surety to provide adequate insurance and comply with all regulations, permits, and ordinances while on the Project site or before beginning any work within City's right-of-way.

- 8. NO WAIVER OF DEFAULT. A failure to enforce any provision of this Agreement will not constitute a waiver of the right to enforce the provision at a later time and will not serve to vary the terms of this Agreement.
- 9. NO WAIVER BY CITY. Inspection of the work and/or materials, or approval of the work and/or materials inspected, or a statement by any officer, agent, or employee of City indicating the work or any part thereof complies with the requirements of this Agreement, or acceptance of the whole or any part of the work and/or materials, or payments therefore, or any combination of all of these acts, will not relieve Developer of the obligation to fulfill this Agreement as prescribed; nor will City be thereby estopped from bringing any action for damages arising from Developer's failure to comply with any of the terms and conditions of this Agreement.

#### 10. INDEMNITY.

10.1 Developer will indemnify, defend, and hold harmless City and its Council, officers, agents, and employees against any and all liability, claims, actions, causes of action, or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by Developer or Developer's employees, agents, independent contractors, or companies in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by City, except as limited by California Civil Code Section 2782 or caused by City's sole active negligence or willful misconduct.

- 10.2 Developer, at its own cost, expense, and risk must defend all legal proceedings that may be brought against City or its Council, officers, agents, or employees, on any liability, suit, claim, or demand that Developer has agreed to indemnify them against herein, and must satisfy any resulting judgment that may be rendered against any of them.
- 10.3 Developer's surety providing the Performance Security will not be deemed liable under any of the foregoing provisions of this section, unless the surety undertakes the completion of any of the Improvements or the conduct of work required to be done under this Agreement, and then only to the extent of any act, omission, or neglect of the surety or its engineers, employees, agents, contractors, or subcontractors in the course of the completion of those Improvements or the conduct of that work by the surety.

#### 11. INSURANCE.

- 11.1. <u>Types and Limits of Insurance</u>. 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. <u>Automobile liability insurance</u>, 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. <u>Notices</u>. All notices related to this Agreement must be given in writing, must be personally served or sent by certified or registered mail, and will be effective upon actual personal service or depositing in the United States mail. The parties must be addressed as follows, or at any other address designated by notice:

City:	CITY OF BAKERSFIELD Public Works Department Attention: Subdivisions 1600 Truxtun Avenue Bakersfield, California 93301 Telephone: (661) 326-3724
General Contractor:	JOHN BALFANZ HOMES, INC. Attn: Greg Balfanz 8701 Swigert Court Bakersfield, California 93311 Telephone: 661-201-7623 Email: gbalfanz@jbalfanzhomes.com
Owner:	SUMMIT CAPITAL VENTURES, INC. Attn: Greg Balfanz 8701 Swigert Court Bakersfield, California 93311 Telephone: 661-201-7623 Email: gbalfanz@jbalfanzhomes.com
Surety:	Attn: Telephone: Email: License No.: Certificate Authority

_ocal Contact:
_ocal 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.** <u>Binding Effect</u>. 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. <u>Independent Contractor</u>. 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. <u>Agreement Mutually Drafted</u>. 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. <u>Exhibits</u>. 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 Iden	tification	an No	. <u>80-0579264.</u>	
Developer is a corporation?	Yes_	X	No	
•		(Pleas	e check one.)	

- 12.11. <u>Non-Interest</u>. No officer or employee of City may hold any interest in this Agreement (California Government Code Section 1090).
- **12.12.** <u>Further Assurances.</u> Each party will execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.

[Signatures follow on next page]

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

CITY	OWNER
CITY OF BAKERSFIELD	SUMMIT CAPITAL VENTURES, INC.
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	GENERAL CONTRACTOR  JOHN BALFANZ HOMES, INC.  By:  Print Name: Cacle Marchan  Title:
NICK FIDLER Public Works Director  COUNTERSIGNED:	
By:	Completion

# 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 Nov 14, 2020 before me, KATHY BURDETTE Notary
Public,  Date (here insert name and title of the officer)
personally appeared
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.  I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.    Kathy Burdette   Comm. #2159494     Notary Public California   Kern County   Comm. Expires July 9, 2020     THE NOTARY COMMISSION EXENDED     PUNIS ANT TO EXECUTIVE ORDER N 43-20     OPTIONAL
Description of Attached Document
Title or Type of Document: TRACT 7335-2 FM Number of Pages:
Document Date: Other:
2015 Apostille Service. 707-992-5551 www.CaliforniaApostille.us California Mobile Notary Network www.CAMNN.com



# 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 filling 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

# **Required Security**

TYPE OF SECURITY	Performance	Labor & Materials/ Payment	Warranty/ Maintenance
WHEN REQUIRED	When Developer submits executed Agreement and final map to City for approval	When Developer submits executed Agreement and final map to City for approval	Before City records the NOC of the Improvements
AMOUNT OF SECURITY	100% of the total estimated cost of the improvements as reflected in the Engineer's Estimate attached hereto as Exhibit C and incorporated herein by reference ("Engineer's Estimate")	50% of the total estimated cost of the improvements as reflected in the attached Engineer's Estimate	10% of the total estimated cost of the improvements as reflected in the attached Engineer's Estimate
DATE OF RELEASE/ REDUCTION	Within 30 days after City records a NOC of the Improvements; but, if City discovers that Developer performed defective work or labor or furnished defective materials in completing the Improvements or Developer damages the Improvements after City records the NOC, the Security will be released only after Developer has repaired or replaced the defective or damaged Improvements to City's satisfaction.  When submitted to City, the Performance Security, on its face, must be effective for no fewer than 18 months after the Effective Date of this Agreement and subject to the requirements of this section. City may, in its sole discretion, authorize a reduction of the face value of the Performance Security, if requested by Developer, once the Improvements are sufficiently completed to make them operational and usable as a public improvement. If the reduction is authorized, City will use the Engineer's Estimate to determine the amount of the reduction based on the portion of the Improvements completed; but, in no case, will City authorize a reduction of the face value of the Security below 50% of the originally required amount.	90 days after City records a NOC of the Improvements unless City receives written notice that an action or stop notice has been filed related to the construction of the Improvements, in which case the Security, at Developer's request, may be reduced to an amount not less than the total of all claims on which an action or stop notice has been filed	18 months after recordation of the NOC of the Improvements on a public work. 12 months: after recordation of the NOC of the Improvement on private works unless City notified that warranty issues exist on the Project.

# BOND ESTIMATE for City of Bakersfield Tract 7335-Phase 2

Date: 11/13/2020 Job No: 04159.15.1 Prepared By: mjt

				гтератей Бу.	1113
tem No.	Item Description	Qty	Unit	Unit \$	Item \$
torm Dra	in Improvements				
1.		109	lf	120.00	13,080
2.	Type A Catch Basins	3	ea	5000.00	15,000
3.		2	ea	4000.00	8,000
				Sub-Total	36,080
	provements 6" Sewer Line	405	lf	E0.00	24.250
		485		50.00	24,250
5.	8" Sewer Line	1381	lf 'f	55.00	75,955
6. 7.	4" Laterals Clean-outs, 6"	1883 3	lf oo	30.00	56,490
7. 8.	Standard Manhole, 6' to 8'	4	ea ea	650.00 2600.00	1,950 10,400
9.	Standard Manhole, 9' to 12'	1	ea	3000.00	3,000
Э.	Standard Marmole, 9 to 12	- 1	ea	Sub-Total	172,045
later Imp	rovements				,
10.	1" Water Service	51	ea	1100.00	56,100
11.	8" Waterline	2430	If	35.00	85,050
12.	12" Waterline	320	If	48.00	15,360
13.	16" Waterline	592	lf	72.00	42,624
14.	8" Gate Valve & Valve Box	10	ea	1560.00	15,600
15.	12" Gate Valve & Valve Box	1	ea	2610.00	2,610
16.	16" Gate Valve & Valve Box	1	ea	3710.00	3,710
	6" Fire Hydrant Assembly	5	ea	4000.00	20,000
18.	Tie-in to existing line	2	ea	1100.00	2,200
19.	2" Blow-off Assemblies	2	ea	1200.00	2,400
20.	Wharf Hydrant	6	ea	2000.00	12,000
treet Imp	rovements			Sub-Total	257,654
na en en en en el la	A.C. Paving (Local)	1363	tns	75.00	102,225
	A.C. Paving (Allen Road)	798	tns	75.00	59,850
	Aggregate Base (Class 2) (Local)	1466	су	70.00	102,620
24.	**************************************	680	cy	70.00	47,600
25.	Roadway Excavation/Subgrade Preparation (Local)	1741	су	25.00	43,525
	Roadway Excavation/Subgrade Preparation (Allen Road)	1178	cy	25.00	29,450
	6" Curb & Gutter (Local)	4451	If	25.00	111,275
	6" Curb & Gutter (Allen Road)	597	If	40.00	23,880
29.	Sidewalk (4" thick) (Local)	22720	sf	6.00	136,320
30.	Sidewalk (4" thick) (Allen Road)	3547	sf	6.00	21,282
31.	Driveways (6" thick)	6120	sf	9.00	55,080
32.	Handicap Ramps (ADA/Title 24/CalTrans)	10	ea	2500.00	25,000
33.	Cross Gutters	772	sf	9.00	6,948
34.	Street Name Signs	10	ea	300.00	3,000
35.	Street Lights - COB Standard	6	ea	6000.00	36,000
36.	Street Lights - COB Standard (Allen Road)	1	ea	6000.00	6,000
37.	Interconnect Conduit Pull-box	1	ea	300.00	300
38.	Traffic Signal Interconnect Conduit	597	lf	5.00	2,985
	Survey Monument & Encasement	10	ea	750.00	7,500
40.	Saw Cut	111	If	3.00	333
liscellane	ous	Dr.		Sub-Total	821,173
	6' Block Wall OROFESSIO	596	If	130.00	77,480
	JE NEPT	10/1		Sub-Total	77,480
	TOTAL IMPROVEMENTS	SAR!			
	TOTAL IMPROVEMENTS:	153			1,364,432
	20 % Contingency: ENFORCEMENT COST	7			272,886 <b>15,000</b>
	TOTAL IMPROVEMENT BOND:	9		-	1,652,318
	100% PERFORMANCE BOND:	ORIV			4 650 240
	100% PERFORMANCE BOND:	100	-		1,652,318
	50% LABOR BOND:	11-16-	2020		826,159

Bond No: 1005281074

Premium: \$33,370.00 for 2 years

# City of Bakersfield PERFORMANCE BOND

The City of Bakersfield ("City") and Summit Capital Ventures, Inc. ("Principal") have entered into an agreement
dated, 20 ("Agreement"), whereby Principal has agreed to install and complete
certain designated public improvements for the following project:
Tract 7335 Phase 2
Agreement ("Performance Bond").
To that end, Principal and American Contractors Indemnity Company ("Surety") are held and firmly bound unto the City in the penal sum of \$\frac{**1,668,518.00**}{} 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 November 9th, 2020.
PRINCIPAL Summit Capital Ventures, Inc.  SURETY  American Contractors Indemnity Company
By:
By:  Its: Andrew Miraflor, Attorney-In-Fact
PERFORMANCE BOND Last Revised: December 6, 2013  Exhibit D

# **ACKNOWLEDGMENT**

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

Signature

validity of that document.	
State of California County of LOS ANGELES	
OnNOV 0 9 2020 before me,	P. KANEGAWA PEREZ, NOTARY PUBLIC  (insert name and title of the officer)
	(insert name and title of the officer)
personally appearedANDREW MIRAFLOR	
subscribed to the within instrument and acknow	vidence to be the person(s) whose name(s) is/are ledged to me that he/she/they executed the same in y his/her/their signature(s) on the instrument the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the paragraph is true and correct.	he laws of the State of California that the foregoing
WITNESS my hand and official seal.	P. KANEGAWA PEREZ Notary Public - California Los Angeles County Commission = 2303241
	My Comm, Expires Sep 25, 2023

(Seal)



# **POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS:

That American Contractors Indemnity Company of the State of California, a California corporation, does hereby appoint,

# **ANDREW MIRAFLOR**

its true and issued in	lawful the	Attorney- course	of its		ss and	) to	bind	on its the	behalf Comp	bond any	numb there			an	amount 3,000,0		to	exceed
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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 11-12-2020  Notary Public personally appeared	Paula Aguilar	before me
Trotally Fublic personally appeared	urcy surce	11 12
subscribed to the within instrument his/her/their authorized capacity(ie	satisfactory evidence to be the person t and acknowledged to me that he/she s), and that by his/her/their signature( f of which the person(s) acted, execut	they executed the same in
I certify under PENALTY OF PERJ paragraph is true and correct. WIT	URY under the laws of the State of C NESS my hand and official seal.	alifornia that the foregoing
SIGNATURE Paula	lquila	PAULA AGUILAR COMM. #2323013 NOTARY PUBLIC - CALIFORNIA KERN COUNTY
	Į.	My Comm. Exp. Mar. 29, 2024

Bond No: 1005281074

Premium: Included in Performance Bond.

# City of Bakersfield LABOR AND MATERIALS BOND

The City of Bakersfield ("City") and Summit Capital Ventures, Inc. ("Principal") have entered into an agreement dated, 20 ("Agreement"), whereby Principal has agreed to install and complete certain designated public improvements for the following project:
Tract 7335 Phase 2 ("Project"). The Agreement, incorporated herein by this reference, requires Principal, before entering into the performance of the work, to furnish a good and sufficient payment bond securing claims to which reference is made in Civil Code sections 9000 through
9566 ("Labor and Materials Bond").  To that end, Principal and American Contractors Indemnity Company ("Surety"), and their respective heirs,
successors, executors, and administrators, jointly and severally, are held firmly bound unto the City and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Agreement and referred to in Civil Code sections 9000 through 9566, in the sum of \$**834,259.00** 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 $\frac{11-09}{20}$ , $\frac{11-09}{20}$ .
By:  Its:  SURETY American Contractors Indemnity Company  By:  Andrew Mirator, Attorney-In-Fact

LABOR AND MATERIALS BOND Last Revised: November 20, 2013

Exhibit D

seal

### **ACKNOWLEDGMENT**

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

State of California County of LOS ANGELES)							
OnNOV 0 9 2020 before me, _P. KANEGAWA PEREZ, NOTARY PUBLIC (insert name and title of the officer)							
personally appeared ANDREW MIRAFLOR							
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.  P. KANEGAWA PEREZ Notary Public - California Los Argeles County Commission # 2303241 My Comm. Expires Sep 25, 2023							



# **POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS:

That American Contractors Indemnity Company of the State of California, a California corporation, does hereby appoint,

# **ANDREW MIRAFLOR**

its true and la	nwful Attorney-in-Fac the course of it	t, with full authors s business Three million	and to bir	te on its bei	naif bond r ompany	number <u>10</u> thereby,	0052810 in an	4 amount \$3,000,00		to (	, exceed
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and is hereby	d, that the President, vested with full powe behalf of the Compa	r and authority to	o appoint anv	one or more	resident, a suitable p	ny Secret persons as	ary or an Attorney	y Assistant /(s)-in-Fact	Secret to repr	ary si resen	hall be t and
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IN WITNESS President on the	WHEREOF, Americ his 1 <sup>st</sup> day of June, 2	an Contractors   018.	Indemnity Co	mpany has	caused its	seal to b	e affixed	l hereto ar	nd exe	cuted	by its
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WITNESS my Signature —	hand and official sea	10	(seai)		Soma ol Cárreus My Fudut - Kindopsie Lox Angeles Colesie Printing - F 2239419 Str. Exdiges April's B	332					
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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 11-12-2020 Payla	Aquilar before me
Notary Public personally appeared	Baltanz
who proved to me on the basis of satisfactory evid subscribed to the within instrument and acknowled his/her/their authorized capacity(ies), and that by person(s), or the entity upon behalf of which the person under the learning under PENALTY OF PERJURY under the	lged to me that (he/she/they executed the same in his/her/their signature(s) on the instrument the erson(s) acted, executed the instrument.
paragraph is true and correct. WITNESS my hand	and official seal.
SIGNATURE Paula aguila	PAULA AGUILAR COMM. #2323013 NOTAR PUBLIC - CALIFORNIA KERN COUNY KERN COUNY



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/20/2020

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).

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PRODUCER (BK) Heffernan Insurance Brokers				NAME:	, <sub>Ext):</sub> 661-327	7-3321	FAX (A/C, No):	661-34	4-4132
1675 Chester Avenue, Suite 310 Bakersfield CA 93301				E-MAIL ADDRESS:				7	
Daketaliela GA 90001				ADDRE			·		
			License#: 0564249	INSURE			DING COVERAGE Insurance Company		NAIC# 38342
INSURED			JOHNBAL-02						000 12
John Balfanz Homes, Inc. 8725 Swigert Ct				INSURE	RC:		"		
Bakersfield CA 93311				INSURE	RD:				
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OFFICER/MEMBER EXCLUDED? (Mandatory In NH)	N/A				-	-	E.L. EACH ACCIDENT	\$	7
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DESCRIPTION OF OPERATIONS DEIGW						1	E.L. DISEASE - POLICY LIMIT	\$	
					İ				
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICL Re: As per contract or agreement on file will insured on the Auto Liability policy per the a endorsements, if required.	h ins	ured.	City of Bakersfield, its office	cials off	ficers agents	employees a	and volunteers are included	ed as a per the a	öditional attached
CERTIFICATE HOLDER				CANC	ELLATION				<u>-</u>
City of Bakersfield Office of 1501 Truxtun Ave	f Ris	k Ma	riagement	THE ACC	EXPIRATION ORDANCE WIT	DATE THE	SCRIBED POLICIES BE C REOF, NOTICE WILL E PROVISIONS.		
Bakersfield CA 93301				AUTHOR	RIZED REPRESEN	TATIVE			

© 1988-2015 ACORD CORPC

# 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
As Required By Written Contract, Fully Executed Prior To The Named Insured's Work	As Required By Written Contract, Fully Executed Prior To The Named Insured's
Executed Filor To The Named Insuled's Work	Work
Information required to complete this Schedule, if not show	vn 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
  - 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:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 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:

- 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.

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Page 1 of 2

- 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.

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# **Business Auto Broadening Endorsement**

This endorsement modifies insurance provided under the following:

## **BUSINESS AUTO COVERAGE FORM**

- 1. NEWLY ACQUIRED OR FORMED ENTITY (BROAD FORM NAMED INSURED)
- II. EMPLOYEES AS INSUREDS
- III. AUTOMATIC ADDITIONAL INSURED.
- IV. EMPLOYEE HIRED AUTO LIABILITY
- V. SUPPLEMENTARY PAYMENTS
- VI. FELLOW EMPLOYEE COVERAGE
- VII. ADDITIONAL TRANSPORTATION EXPENSE
- VIII. HIRED AUTO PHYSICAL DAMAGE COVERAGE
- IX. ACCIDENTAL AIRBAG DEPLOYMENT COVERAGE
- X. LOAN/LEASE GAP COVERAGE
- XI. GLASS REPAIR DEDUCTIBLE WAIVER
- XII. TWO OR MORE DEDUCTIBLES
- XIII. AMENDED DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS
- XIV. WAIVER OF SUBROGATION
- XV. UNINTENTIONAL ERROR, OMISSION, OR FAILURE TO DISCLOSE HAZARDS
- XVI. EMPLOYEE HIRED AUTO PHYSICAL DAMAGE
- XVII. PRIMARY AND NONCONTRIBUTORY IF REQUIRED BY CONTRACT
- XVIII. HIRED AUTO COVERAGE TERRITORY
- XIX. BODILY INJURY REDEFINED TO INCLUDE RESULTANT MENTAL ANGUISH

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Page 1 of 6

# **BUSINESS AUTO COVERAGE FORM**

# I. NEWLY ACQUIRED OR FORMED ENTITY (Broad Form Named Insured)

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is An insured, the following is added:

d. Any business entity newly acquired or formed by you during the policy period provided you own 50% or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of 180 days following acquisition or formation of the business entity. Coverage under this provision is afforded only until the end of the policy period. Coverage does not apply to an "accident" which occurred before you acquired or formed the organization.

#### II. EMPLOYEES AS INSUREDS

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is An Insured, the following is added:

e. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

### III. AUTOMATIC ADDITIONAL INSURED

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is An insured, the following is added:

f. Any person or organization that you are required to include as additional insured on the Coverage form in a written contract or agreement that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who is An insured provision contained in Section II.

#### IV. EMPLOYEE HIRED AUTO LIABILITY

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

8. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

#### V. SUPPLEMENTARY PAYMENTS

SECTION II - LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments, Subparagraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We are not obligated to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

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Exhibit E

Page 2 of 6

# VI. FELLOW EMPLOYEE COVERAGE:

SECTION II – LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee
This exclusion does not apply if you have workers' compensation insurance in-force covering all of your "employees". Coverage is excess over any other collectible insurance.

## VII. ADDITIONAL TRANSPORTATION EXPENSE

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses, is replaced with the following:

We will pay up to \$50 per day to a maximum of \$1000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss". If your business shown in the Declarations is other than an auto dealership, we will also pay up to \$1,000 for reasonable and necessary costs incurred by you to return a stolen covered auto from the place where it is recovered to its usual garaging location.

### VIII. HIRED AUTO PHYSICAL DAMAGE COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, the following is added:

- c. If Liability Coverage is provided in this policy on a Symbol 1 or a Symbol 8 basis and Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this coverage form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire, subject to the following limit:
  - (1) The most we will pay for "loss" to any hired "auto" is \$50,000 or Actual Cash Value or Cost of Repair, whichever is less
  - (2) \$500 deductible will apply to any loss under this coverage extension, except that no deductible shall apply to "loss" caused by fire or lightning Subject to the above limit and deductible we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own of similar size and type. This coverage extension is excess coverage over any other collectible insurance.

# IX. ACCIDENTAL AIRBAG DEPLOYMENT COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a., is amended to add the following: This exclusion does not apply to the accidental discharge of an airbag.

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## X. LOAN/LEASE GAP COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE C. Limit of Insurance, the following is added:

- 4. In the event of a "total loss" to a covered "auto" shown in the schedule or declarations for which Collision and Comprehensive Coverage apply, we will pay any unpaid amount due on the lease or loan for that covered "auto," less:
  - The amount paid under the Physical Damage Coverage Section of the policy; and
  - b. Any:
    - (1) Overdue lease/loan payments at the time of the "loss":
    - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
    - (3) Security deposits not returned by the lessor;
    - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
    - (5) Carry-over balances from previous loans or leases.

The most we will pay under Auto Loan/Lease Gap Coverage for an insured auto is 25% of the actual cash value of that insured auto at the time of the loss.

#### XI. GLASS REPAIR - DEDUCTIBLE WAIVER

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

#### XII. TWO OR MORE DEDUCTIBLES

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible, the following is added:

If two or more "company" policies or coverage forms apply to the same accident:

- 1. If the applicable Business Auto deductible is the smallest, it will be waived; or
- If the applicable Business Auto deductible is not the smallest, it will be reduced by the amount of the smallest deductible: or
- If the loss involves two or more Business Auto coverage forms or policies the smallest deductible will be waived.

For the purpose of this endorsement "company" means the company providing this insurance and any of the affiliated members of the Mercury Insurance Group of companies.

# XIII. AMENDED DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in SECTION IV, BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties in The Event Of Accident, Claim, Suit, Or Loss, a., in the event of "accident", you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

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#### XIV. WAIVER OF SUBROGATION

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights Of Recovery Against Others To Us, section is replaced by the following:

Transfer Of Rights Of Recovery Against Others To Us

We walve any right of recovery we may have against any person or organization to
the extent required of you by a written contract executed prior to any "accident" or
"loss", provided that the "accident" or "loss" arises out of the operations
contemplated by such contract. The waiver applies only to the person or
organization designated in such contract.

## XV. UNINTENTIONAL ERROR, OMISSION, OR FAILURE TO DISCLOSE HAZARDS

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation, or Fraud, the following is added:

Any unintentional omission of or error in information given by you, or unintentional failure to disclose all exposures or hazards existing as of the effective date or at any time during the policy period shall not invalidate or adversely affect the coverage for such exposure or hazard or prejudice your rights under this insurance. However, you must report the undisclosed exposure or hazard to us as soon as reasonably possible after its discovery. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

#### XVI. EMPLOYEE HIRED AUTO PHYSICAL DAMAGE

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, b. For Hired Auto Physical Damage Coverage, is replaced by the following:

- b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:
  - 1. Any covered "auto" you lease, hire, rent or borrow; and
  - Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

# XVII. PRIMARY AND NONCONTRIBUTORY IF REQUIRED BY CONTRACT

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, the following is added and supersedes any provision to the contrary:

- e. This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:
  - (1) The additional insured is a Named Insured under such other insurance; and
  - You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/20/2020

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). (BK) Heffernan Insurance Brokers PHONE (A/C, No, Ext): 661-327-3321 E-MAIL FAX (A/C, No): 661-344-4132 1675 Chester Avenue, Suite 310 Bakersfield CA 93301 ADDRESS: **INSURER(S) AFFORDING COVERAGE** NAIC# INSURER A: United Specialty Insurance Company 12537 License#; 0564249 INSURED SUMMVEN-0 INSURER B: Summit Capital Ventures Inc. INSURER C: 8725 Swigert Ct Bakersfield CA 93311 INSURER D : INSURER E: INSURER F: **COVERAGES CERTIFICATE NUMBER: 605901057 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, ADDL SÜER POLICY EFF POLICY EXP TYPE OF INSURANCE POLICY NUMBER INSD WVD COMMERCIAL GENERAL LIABILITY X Α ATN2036627 8/1/2020 8/1/2021 EACH OCCURRENCE DAMAGE TO RENTED \$1,000,000 CLAIMS-MADE X OCCUR \$ 50,000 PREMISES (Ea occurrence) \$5,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE \$2,000,000 Х POLICY \$2,000,000 PRODUCTS - COMP/OP AGG OTHER: COMBINED SINGLE LIMIT (Ea accident) **AUTOMOBILE LIABILITY** ANY AUTO BODILY INJURY (Per person) OWNED SCHEDULED BODILY INJURY (Per accident) \$ AUTOS NON-OWNED AUTOS ONLY AUTOS ONLY HIRED AUTOS ONLY PROPERTY DAMAGE (Per accident) \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: As Per Contract or Agreement on File with Insured, City of Bakersfield, Its Mayor, Council, Officers, Agents, Employees and Designated Volunteers are included as an additional insured on General Liability policy per the attached endorsement, if required.

The General Liability Additional Insured endorsement has been requested from the carrier and if approved, will be forwarded.

CERTIFICATE HOLDER  City of Bakersfield Attn: Risk Management 1501 Truxtun Ave. Bakersfield, CA 93301	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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EACH OCCURRENCE

STATUTE

E.L. EACH ACCIDENT

E.L. DISEASE - EA EMPLOYEE \$

E.L. DISEASE - POLICY LIMIT

AGGREGATE

.\$

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UMBRELLA LIAB

WORKERS COMPENSATION

AND EMPLOYERS LIABILITY

ANYPROPRIETOR/PARTNER/EXECUTIVE

OFFICER/MEMBER EXCLUDED? (Mandatory in NH)

if yes, describe under DESCRIPTION OF OPERATIONS below

RETENTION S

EXCESS LIAB

OCCUR

CLAIMS-MADE

N/A



DATE (MM/DD/YYYY) CERTIFICATE OF LIABILITY INSURANCE 02/20/2020 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 Erica Iriarte PHONE (A/C, No. Ext): (661) 324-2424 E-MAIL erica@frins.com Fallgatter Rhodes Insurance Services Inc (661) 324-2424 (661) 324-2323 CA Lict 0D94542 1701 G Street INSURER(S) AFFORDING COVERAGE NAIC # Bakersfield CA 93301-4320 State Compensation Ins Fund 35076 INSURER A: INSURED INSURER B : John Balfanz Homes, Inc. INSURER C: 8725 Swigert Ct. INSURER DO INSURER E Bakersfield CA 93311 INSURER F: COVERAGES 20 21 WC CERTIFICATE NUMBER: REVISION NUMBER: THIS IS TO CERTIFY THAT THE ROLICIES 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 ADDLISUBR POLICY EFF POLICY EXP
(MM/DD/YYYY) (MM/DD/YYYY) TYPE OF INSURANCE INSD WVD POLICY NUMBER LIMITS COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED CLAIMS-MADE OCCUR PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GEN'LAGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE PÓLICY PRODUCTS - COMPJOP AGG OTHER: AUTOMOBILE LIABILITY COMBINED SINGLE LIMIT 5 ANY AUTO BODILY INJURY (Per person) \$ SCHEDULED AUTOS NON-OWNED OWNED AUTOS ONLY BODILY INJURY (Per accident) s PROPERTY DAMAGE (Per accident) \$ **AUTOS ONLY** AUTOS ONLY \$. UMBRELLA LIAB OCCUR **EACH OCCURRENCE EXCESS LIAB** CLAIMS-MADE AGGREGATE s DÉD RETENTION \$ \$ WORKERS COMPENSATION X PER STATUTE AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) 1,000,000 E.L. EACH ACCIDENT Υ ŃJΑ Y 9014086-20 03/02/2020 03/02/2021 1,000,000 E.L. DISEASE - EA EMPLOYEE If yes, describe under DESCRIPTION OF OPERATIONS below 1,000,000 E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) When required by a written contract Waiver of subrogation applies workers comp, per attached endorsement. Subject to the terms, conditions and exclusions of the policy. CERTIFICATE HOLDER 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. City of Bakersfield Office of Risk Management 1501 Truxtun Ave. **AUTHORIZED REPRESENTATIVE** 

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Bakersfield

CA 93301

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# ENDORSEMENT AGREEMENT WAIVER OF SUBROGATION

# **BROKER COPY**

9014086-20 RENEWAL NE 2-66-17-21 PAGE 1 OF

HOME OFFICE SAN FRANCISCO

ALLEFFECTIVE DATES ARE AT 12:01 AM PACIFIC STANDARD TIME OR THE TIME INDICATED AT PACIFIC STANDARD TIME

EFFECTIVE MARCH 2, 2020 AT 12.01 A.M. AND EXPIRING MARCH 2, 2021 AT 12.01 A.M.

JOHN BALFANZ HOMES INC. 8725 SWIGERT CT BAKERSFIELD, CA 93311

ANYTHING IN THIS POLICY TO THE CONTRARY NOTWITHSTANDING, IT IS AGREED THAT THE STATE COMPENSATION INSURANCE FUND WAIVES ANY RIGHT OF SUBROGATION AGAINST,

CITY OF BAKERSFIELD

WHICH MIGHT ARISE BY REASON OF ANY PAYMENT UNDER THIS POLICY IN CONNECTION WITH WORK PERFORMED BY,

JOHN BALFANZ HOMES INC.

IT IS FURTHER AGREED THAT THE INSURED SHALL MAINTAIN PAYROLL RECORDS ACCURATELY SEGREGATING THE REMUNERATION OF EMPLOYEES WHILE ENGAGED IN WORK FOR THE ABOVE EMPLOYER.

IT IS FURTHER AGREED THAT PREMIUM ON THE EARNINGS OF SUCH EMPLOYEES SHALL BE INCREASED BY 03%.

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

FEBRUARY 24, 2020

Exhibit E

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO

2570 OLD DP 217

# TRACT No. 7335-PHASE 2

CONSISTING OF 3 SHEETS IN THE CITY OF BAKERSFIELD

BEING A SUBDIVISION OF A PORTION OF LOT 1 OF LOT LINE ADJUSTMENT No. 17-0459, PER CERTIFICATE OF COMPLIANCE RECORDED SEPTEMBER 14, 2018 AS DOCUMENT No. 218121414 OF OFFICIAL RECORDS, ALSO BEING A PORTION OF THE SOUTH 1/2 OF SECTION 24, TOWNSHIP 30 SOUTH, RANGE 26 EAST, M.D.M., IN THE CITY OF BAKERSFIELD, COUNTY OF KERN, STATE OF CALIFORNIA.

CONTAINING 51 RESIDENTIAL LOTS 12.59 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 HEREBY CONSENT TO THE MAKING OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE BOLD BORDER LINES AND HEREBY OFFER FOR DEDICATION TO THE PUBLIC USE, ALL THE STREETS SHOWN UPON SAID MAP WITHIN SAID SUBDIVISION.

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

WE ALSO HEREBY DEDICATE TO THE CITY OF BAKERSFIELD, AN EASEMENT FOR PUBLIC SIDEWALK PURPOSES OVER, ON AND UNDER PORTIONS OF LOTS 39 THROUGH 43 AND LOTS 46 THROUGH 50, AS SHOWN HEREON.

SUMMIT CAPITAL VENTURES, INC., A CALIFORNIA CORPORATION

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,	,	Α
NOTARY PUBLIC, PERSONALLY	Y APPEARED	, WHO	

PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT. I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE	
PRINTED NAME:	MY COMMISSION EXPIRES:

MY COMMISSION IS IN THE COUNTY OF \_\_\_\_\_\_ MY COMMISSION I.D. NO.\_\_

# SOILS NOTE

A PRELIMINARY SOILS REPORT DATED SEPTEMBER 20, 2018 HAS BEEN PREPARED BY SOILS ENGINEERING INC. AND SIGNED BY TONY M. FRANGIE, REGISTERED CIVIL ENGINEER No. 39549, AND IS ON FILE IN THE CITY BUILDING DEPARTMENT IN ACCORDANCE WITH SECTION 16.44.040 OF THE CITY MUNICIPAL CODE. NO BUILDING PERMIT SHALL BE ISSUED FOR ANY LOT IN ANY SUBDIVISION UNTIL ALL GRADING HAS BEEN COMPLETED IN ACCORDANCE WITH THE APPROVED GRADING PLAN AND A FINAL SOILS REPORT HAS BEEN SUBMITTED TO AND APPROVED BY THE BUILDING DIRECTOR.

# CITY CLERK'S STATEMENT

THE CITY COUNCIL OF THE CITY OF BAKERSFIELD HEREBY ORDERS THAT THE MAP OF TRACT No. 7335—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 THE 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:

# <u>NAME</u>

UNITED STATES OF AMERICA

SUSAN E. TODD, an individual, ESTATE OF JAKEY A. TODD, THOMAS F. DUNHAM, III, an individual, THE JANE T. WALL TRUST CREATED UNDER THE WILL OF HILTON FRAIZIER WALL DATED AUGUST 26, 1994 AND CODICILS DATED APRIL 3, 1998 AND JUNE 20, 2002, AKA HILTON F WALL TRUST, THE JAMES WALL FAMILY TRUST DATED OCTOBER 22, 2007, ESTATE OF JOHN GLENN CARMICHAEL, PAUL DALE CARMICHAEL, an individual, JULIE ANNE CARMICHAEL CURTIS, an individual, JOHN RICHARD WALL, an individual, & ERWIN FRANKLIN WALL, JR, an individual

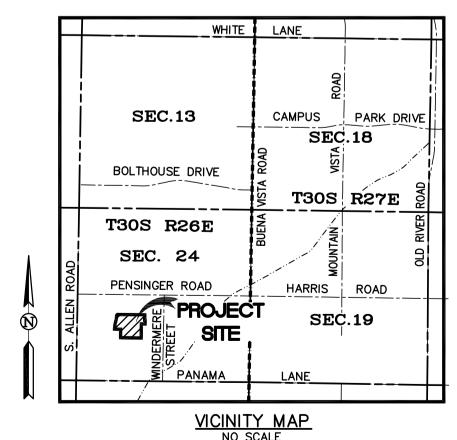
# NATURE OF INTEREST

EASEMENT HOLDER PER BOOK 2 OF PATENTS, PAGE 399.

MINERAL RIGHTS HOLDER TO A SUBSURFACE DEPTH OF 500 FEET WITH NO RIGHTS OF SURFACE ENTRY PER DOCUMENT No. 218100516 OF OFFICIAL RECORDS.

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

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



# SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF SUMMIT CAPITAL VENTURES, INC., IN OCTOBER OF 2017, 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

\*

L.S. No. 4383

# CITY ENGINEER'S STATEMENT

I, NICOLAS FIDLER, HEREBY STATE THAT I HAVE EXAMINED THIS MAP, THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OR APPROVED ALTERATIONS THEREOF, THAT ALL THE PROVISIONS OF THE SUBDIVISION MAP ACT AND TITLE 16 OF THE CITY MUNICIPAL CODE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH TO THE BEST OF MY KNOWLEDGE AND BELIEF.

			C 61069
ICOLAS FIDLER	C 61069	DATE	* CIVIL ORNE

# <u>CITY SURVEYOR'S STATEMENT</u>

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

JIM MATERN SCHROETER LS 7851 DATE



# PLANNING DIRECTOR'S STATEMENT

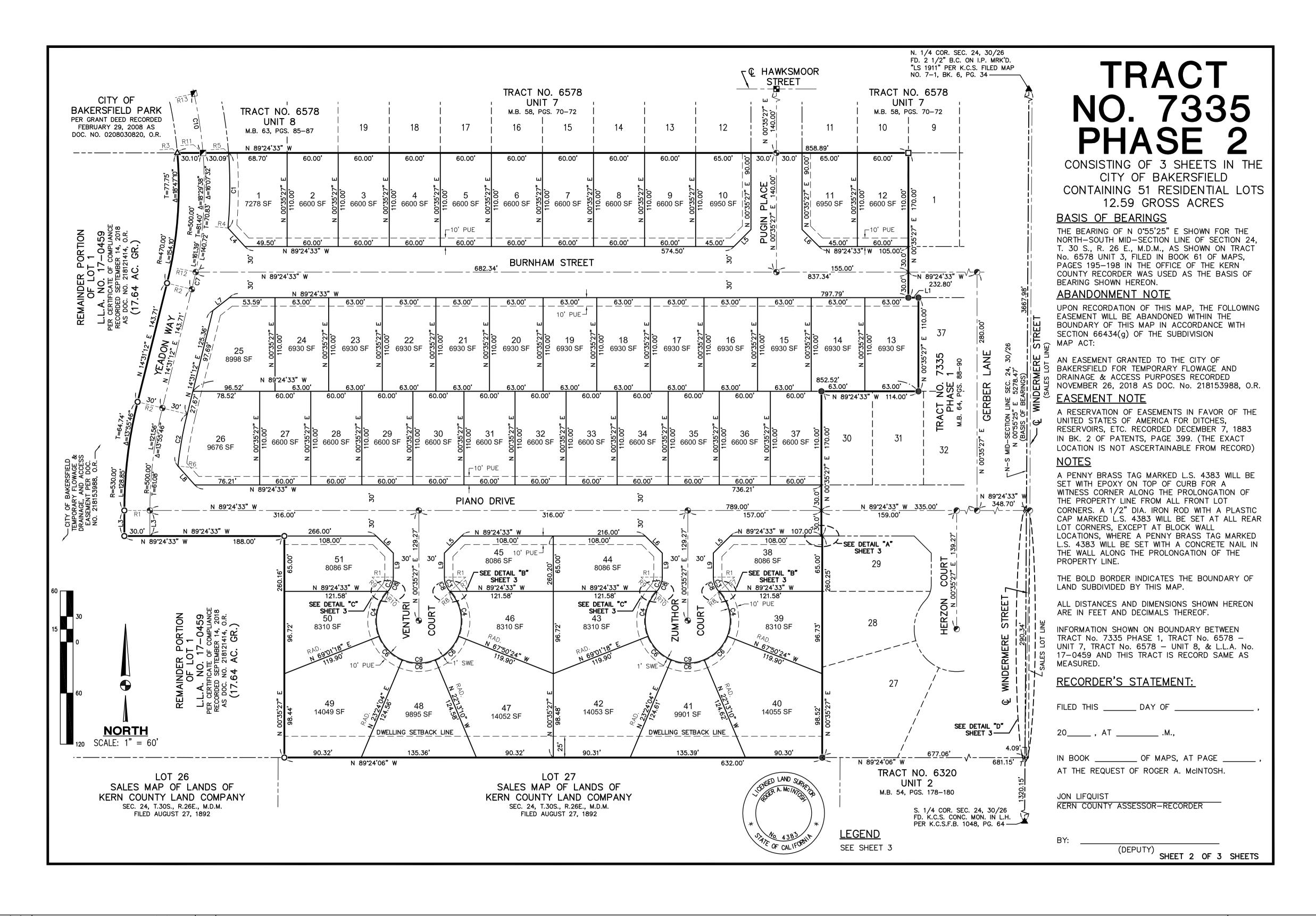
DECODDED'S STATEMENT.

THE PLANNING COMMISSION OF THE CITY OF BAKERSFIELD APPROVED OR CONDITIONALLY APPROVED THE TENTATIVE MAP ON MARCH 7, 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

RECORDER 5 STATEMENT.				
FILED THIS DAY OF		, 20	, AT	M
IN BOOK OF MAPS, AT PAROGER A. McINTOSH.	GE	,	AT THE REQUES	T OF
JON LIFQUIST KERN COUNTY ASSESSOR-RECORDER	BY:	(DI	EPUTY)	

SHEET 1 OF 3 SHEETS



# TRACT No. 7335-PHASE 2

# **LEGEND**

- ▲ FOUND MONUMENT AS DESCRIBED
- O SET 2" I.P. W/HUB AND TAG MARKED "L.S. 4383"
- SET CONC. MON. IN L.H. W/BRASS CAP STAMPED "L.S. 4383"
- FOUND 2" I.P. W/HUB AND TAG MARKED L.S. 4383 PER TRACT No. 7335 PHASE 1, M. BK. 64, PGS. 88-90
- FOUND CONC. MON. W/B.C. MKD. L.S. 4383 IN L.H. PER TRACT No. 7335 PHASE 1, M. BK. 64, PGS. 88-90
- FOUND CONC. MON. W/B.C. MKD. L.S. 4383 IN L.H. PER TRACT No. 6578 UNIT 7, M. BK. 58, PGS. 70-72
- FOUND 1/2" REBAR W/PLASTIC CAP MARKED L.S. 4383 PER TRACT No. 6578 UNIT 7, M. BK. 58, PGS. 70-72
- Δ FOUND 2" I.P. W/HUB AND TAG MARKED L.S. 4383 PER TRACT No. 6578 UNIT 8, M. BK. 63, PGS. 85-87
- FOUND CONC. MON. W/B.C. MKD. L.S. 4383 IN L.H. PER TRACT No. 6578 UNIT 8, M. BK. 63, PGS. 85-87
- FOUND CONC. MON. W/B.C. MKD. L.S. 4383 IN L.H. PER AMENDED TRACT No. 6578 UNIT 2, M. BK. 58, PGS. 16-18

# **ABBREVIATIONS**

FD. FOUND RAD. RADIAL

Or C.L. CENTERLINE DOC. DOCUMENT

L.H. LAMPHOLE No. NUMBER

CONC. CONCRETE L.L.A. LOT LINE ADJUSTMENT

MON. MONUMENT M. MAP
B.C. BRASS CAP BK. BOOK
I.P. IRON PIPE PG. PAGE

L.S. LAND SURVEYOR

SEC. SECTION

COR. CORNER

SWE SIDEWALK EASEMENT

O.R. OFFICIAL RECORDS

T. 30 S. TOWNSHIP 30 SOUTH

R. 26 E. RANGE 26 EAST

M.D.M. MOUNT DIABLO MERIDIAN

PUE PUBLIC UTILITIES EASEMENT SF SQUARE FEET

L1 LINE NUMBER FOR DATA (SEE LINE TABLE)

- C1 CURVE NUMBER FOR DATA (SEE CURVE TABLE)
- R1 RADIAL NUMBER FOR DATA (SEE RADIAL TABLE)

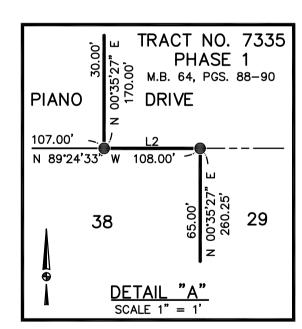
CONSISTING OF 3 SHEETS IN THE CITY OF BAKERSFIELD CONTAINING 51 RESIDENTIAL LOTS 12.59 GROSS ACRES

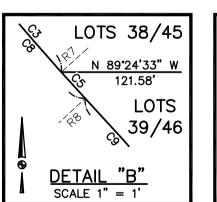
LINE TABLE						
LINE	BEARING	DISTANCE				
L1	N89°24'33"W	11.80'				
L2	N89°24'33"W	1.00'				
L3	N00'35'27"E	30.00'				
L4	N41°47'26"W	29.55'				
L5	N45*35'27"E	28.28'				
L6	N44°24'33"W	28.28'				
L7	N52'33'20"E	24.65'				
L8	N41°13'10"W	29.81'				
L9	N00*35'27"E	28.28'				

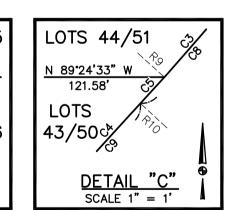
	CURVE TABLE					
TANCE	CURVE	RADIUS	LENGTH	TANGENT	DELTA	
1.80'	C1	530.00'	88.28'	44.24'	9*32'35"	
1.00'	C2	470.00'	61.93'	31.01'	7*33'00"	
0.00'	C3	25.00'	18.32'	9.59'	41°59'12"	
9.55'	C4	50.00'	56.20'	31.49'	64*24'09"	
8.28	C5	25.00'	0.37'	0.18'	0*50'49"	
8.28	C6	50.00'	39.81'	21.03'	45*37'14"	
4.65'	C7	500.00'	20.67'	10.34'	2*22'07"	
9.81'	C8	25.00'	18.69'	9.81'	42*50'00"	
8.28	C9	50.00'	231.84'	53.93'	265*40'01"	
	C10	500.00'	70.61'	35.36'	8*05'27"	
	C11	2000.00'	34.84'	17.42'	0*59'53"	
	C12	2000.00'	33.43'	16.71'	0°57'27"	

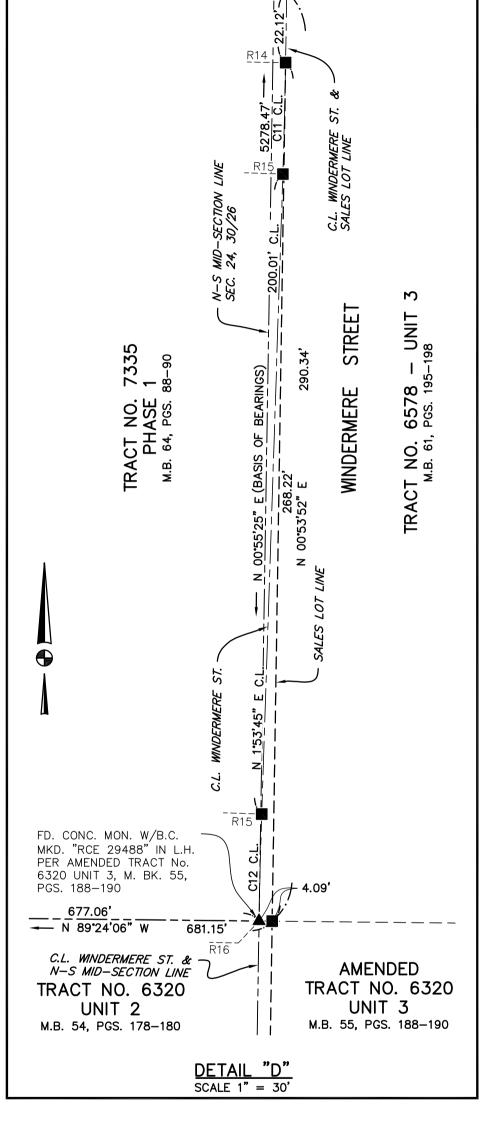
	RADIAL	BEARING	
	R1	N89°24'33"W	
	R2	N75°28'48"W	
	R3	N85*44'03"E	
	R4	N84°10'19"W	
	R5	N86°17'06"E	
	R6	N83°01'47"W	
	R7	N48*36'15"E	
	R8	N47°45'27"E	
•	R9	N47°25'21"W	
	R10	N46°34'33"W	
	R11	N86°01'34"E	
	R12	N77*50'54"W	
	R13	N77*56'05"E	
	R14	N89*06'08"W	
	R15	N88°06'15"W	
	R16	N89°03'42"W	
		•	

RADIAL TABLE









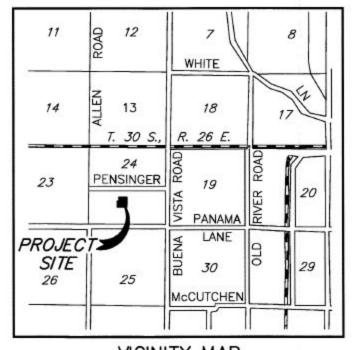
PIANO DRIVE

# **RECORDER'S STATEMENT:**



FILED THIS	_ DAY OF	, 2	20	, AT	M
IN BOOKROGER A. McINTOSH	_ OF MAPS, AT PAG H.	E	, AT <sup>·</sup>	THE REQUEST	OF
JON LIFQUIST KERN COUNTY ASSE		BY:	(DEPU	TY)	

SHEET 3 OF 3 SHEETS



0

# VICINITY MAP NO SCALE



# **ADMINISTRATIVE REPORT**

**MEETING DATE**: 12/16/2020 Consent – Agreements u.

TO: Honorable Mayor and City Council

**FROM:** Nick Fidler, Public Works Director

**DATE:** 11/17/2020

WARD: Ward 4

**SUBJECT:** Transportation Impact Fee Credit Agreement with Bolthouse Land

Company, LLC (not to exceed \$91,430.39), for construction of

Stockdale Highway west of South Heath Road.

#### 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.

Bolthouse Land Company, LLC has constructed 927.38 linear feet of Stockdale Highway along the frontage of Parcel Map 12062 that includes the expanded intersection of Stockdale Highway and South Heath Road ("Improvement"). The City has listed this improvement on the Phase IV 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 \$91,430.39 for the construction of this improvement.

Bolthouse Land Company, LLC wishes to receive a transportation impact fee credit (not to

exceed \$91,430.39) for the construction of the above-listed Improvement.

# **ATTACHMENTS:**

Description Type

TIF Credit Agr Bolthouse Land Co Agreement

# 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 **BOLTHOUSE LAND COMPANY**, **LLC**, a California limited liability company ("DEVELOPER" herein).

#### RECITALS

**WHEREAS**, DEVELOPER is developing Parcel Map 12062 ("Project") located at Bakersfield, California; and

WHEREAS, DEVELOPER has constructed 927.38 linear feet of Stockdale Highway along the frontage of Parcel Map 12062 that includes the expanded intersection of Stockdale Highway and South Heath Road (RTIF Project #B409), 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 IV 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 \$91,430.39 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. <u>IMPROVEMENTS CONSTRUCTED</u>. 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. <u>CREDIT</u>. 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 \$91,430.39 (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.
- DEVELOPER shall have the right to assign or transfer this 3. ASSIGNMENT. 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:

BOLTHOUSE LAND COMPANY, LLC

11601 Bolthouse Drive, Suite 200

Bakersfield, CA 93311 Telephone: (661) 323-4005

- **4.4.** <u>BINDING EFFECT.</u> 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.
- **NEGATION OF PARTNERSHIP.** CITY shall not become or be deemed 4.8. 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 G:\GROUPDAT\AGREEMENTS\Bolthouse Properties\Stockdale Hwy Improvements\PM 12062 TIF Credit Agr.docx

- 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	BOLTHOUSE LAND COMPANY, LLC
By: KAREN GOH, Mayor  APPROVED AS TO CONTENT: PUBLIC WORKS DEPARTMENT	By: BRUCE DAVIS  Title: SR VICE PRESIDENT
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 E Exhibit B – Improveme	

Exhibit C - Developer Projects Eligible for TIF Credit

# **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. 06, 2020 before me,	Melinda E. Ameye, Notary Public  (insert name and title of the officer)
personally appearedBruce Bertram Davis	
who proved to me on the basis of satisfactory e subscribed to the within instrument and acknow	evidence to be the person(s) whose name(s) is/are whose to me that he/she/they executed the same in by his/her/their signature(s) on the instrument the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under a paragraph is true and correct.	the laws of the State of California that the foregoing
WITNESS my hand and official seal.	MELINDA E. AMEYE COMM. #2247740 Notary Public - California Kern County
Signature M. Minde Chiney	Kern County My Comm. Expires June 25, 2022

# EXHIBIT "A" ~ CITY OF BAKERSFIELD RTIF REIMBURSEMENT ESTIMATE



07/08/2020 STOCKDALE HIGHWAY PHASE 1

Item No		Quantity	Unit	Contractor Unit Cost (\$)	Item Cost (\$)		Totals
	T IMPROVEMENTS STOCKDALE HI	<u>GHWAY P</u>	HASE 1	~ Sta. 53+73.74 to Sta.	63+01.12		
	Vide Lane (15,426 sf)	45 400			44.000.40		
1.	Paving/Sawcutting:	15,426	st	4.17 /sf	64,326.42		
	0.45' Asphalt Concrete						•
	1.20' Crushed CL-II Agg. Base						
	1.00' Compacted Subgrade						
	Fog Seal / Sawcutting						
				Sub-Total 12-ft Wide	e Lane (15,426 sf)	\$	64,326.42
	ded Intersection (Left Turn Lanes)		-				•
2.	0.20' Milling & Overlay	5,773		2.20 /sf	12,700.60		
3.	Demo & Haul Away Ex. AC	5,773		0.80 /sf	4,618.40		
_				ded Intersection (Left Turn	Lanes) (5,773 sf)	\$	17,319.00
	led Intersection (Right Turn Lane)					•	
4.	Paving:	4,081	sf	4.17 /sf	17,017.77		
	0.45' Type "A" HMA						
	1.20' Crushed CL-II Agg. Base						
	1.00' Compacted Subgrade						
	Fog Seal	C. I. T.	_1 =		1 ) (4 004 0		4-01
Barma	nent Striping & Markings	Sub-100	ai Expand	ded Intersection (Right Turi	n Lane) (4,081 St)	\$	17,017.77
5.	Detail 8 (4" Wht Skip w/ RPMs)	0.52	ı£	0.70 //6	F07 10		
5. 6.	Detail 38 (8" Wht Line w/ RPMs)	853 566		0.70 /lf 1.90 /lf	597.10		
7.	Detail 39 (6" Wht Bike Lane Line)	172		1.90 /lf 1.30 /lf	1,075.40		
7. 8.	Type I (10' Straight) Arrows	2	ea	95.00 /ea	223.60 190.00		
9.	Type IV (8' Turn) Arrows	4	ea	95.00 /ea 95.00 /ea	380.00		
10.	Bike Lane Symbols & Arrows	2		225.00 /ea	450.00		
11.	Mobilizations	1	LS	76.90 /LS	76.90		
12.	Traffic Control		LS	31.96 /LS	31.96		
	Traine control		23	Sub-Total Permanent St		\$	3,024.96
					, ,	Ψ	·
_				Sub-Total Con	struction Costs:	\$	101,688.15
ees	Francisco Design F		<b>5</b> 0.		<b>.</b>		
13.	Engineering Design Fees		5%	of Construction Costs	5,084.41		
14.	Construction Management (Turman)		8%	of Construction Costs	8,135.05		
15.	Traffic Control (Safety Network)		6%	of Construction Costs	6,101.29		
16.	Construction Surveying		2%	of Construction Costs	2,033.76		
17.	Compaction Testing		3%	of Construction Costs	3,050.64		24 405 46
					Sub-Total Fees	\$	24,405.16
					Sub-Total Fees:	\$	24,405.16
				TOTA	L REQUESTED:	\$	126,093.31
~~~	EE CREDIT AVAILABLE B409 STOC	/DALE 117	~			Ψ	

# RTIF FEE CREDIT AVAILABLE B409 STOCKDALE HIGHWAY

From West Metro Boundary to Heath Road: 4.5 miles w/ striping, 2 lanes funded = 9 Lane Miles @ \$4,685,089 = \$98.59/LFStockdale Highway Phase 1 Sta. 53+73.74 to Sta. 63+01.12 = (927.38 LF)\*(\$98.59/LF) =**AVAILABLE:**\$ 91,430.39

**NOTES:** 

1. This is an estimate for RTIF Reimbursement Agreement.

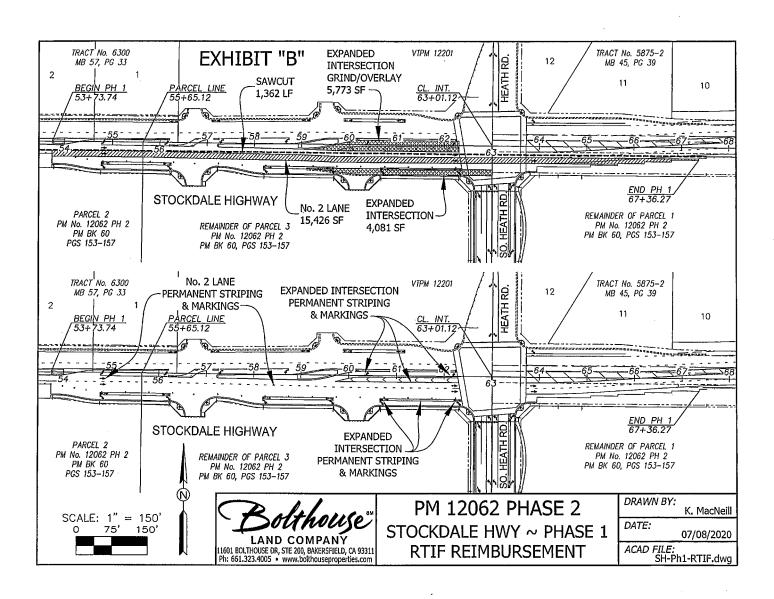
2. Contractor Unit Costs Provided by Turman Construction, as General Contractor for this project.

**ENGINEER'S SIGNATURE AND SEAL:** 

Kathryn F. MacNeill, R.C.E. 60974, Exp. 12/31/2020

08/2020





# Exhibit C

The following project(s) will receive a Transportation Impact Fee credit (not to exceed \$91,430.39) for improvements constructed on Stockdale Highway west of Heath Road along the frontage of Parcel Map 12062:

- Stockdale River Ranch Commercial Site (SPR 19-301) located at the SW Corner of Stockdale Highway and South Heath Road; Parcel "A" of Lot Line Adjustment No. 19-0149
- Belcourt Retail located at the SW Corner of Buena Vista Road and White Lane; Lot 1 of Lot Line Adjustment No. 12-0351



# **ADMINISTRATIVE REPORT**

MEETING DATE: 12/16/2020 Consent – Agreements v.

**TO:** Honorable Mayor and City Council

FROM: Virginia Gennaro, City Attorney

**DATE:** 12/4/2020

WARD:

**SUBJECT:** Amendment No. 1 to Agreement No. CA18-008 with Clifford & Brown

(\$60,000; revised not to exceed \$100,000) to provide outside legal services in the matter of Lovejot Singh, a minor, by and through his Guardian ad Litem Jaspar Kaur vs. City of Bakersfield; County of

Kern; Gurdeep Singh; and Does 1 through 50, Inclusive.

### STAFF RECOMMENDATION:

Staff recommends approval of the amendment.

#### **BACKGROUND:**

On June 12, 2018, the City entered into Departmental Agreement No. CA18-008 with Clifford & Brown in an amount not to exceed \$40,000 for legal representation in the matter of *Lovejot Singh, a minor, by and through his Guardian ad Litem Jaspar Kaur vs. City of Bakersfield; County of Kern; Gurdeep Singh; and Does 1 through 50, Inclusive.* This case is being handled outside our flat rate contract since it is a serious personal injury case alleging dangerous condition of public property when plaintiff was struck by a vehicle driven by defendant Gurdeep Singh while crossing in a marked crosswalk at intersection of Stine Road and Ribbon Grass Drive.

At this time, the City Attorney's Office requests that we amend the contract to add additional compensation of \$60,000. This Amendment No. 1 to Agreement No. CA18-008 will result in a total Not to Exceed amount of \$100,000 in order for outside counsel representation to continue in this matter. Trial is set for July 26, 2021 there are adequate funds in the CAO budget to cover the legal fees.

#### ATTACHMENTS:

Description Type

Amendment No. 1 To Agreement No. CA18-008 With Clifford & Brown

Agreement

<b>AGREEMENT</b>	NO	
------------------	----	--

# AMENDMENT NUMBER ONE (1) TO ATTORNEY RETAINER AGREEMENT NO. CA18-008

THIS AMENDMENT NUMBER	ONE TO AGREEMENT NO. CA18-008 is made and
entered into on	, by and between the CITY OF BAKERSFIELD, a
chartered municipal corporatio	n (referred to herein as "CITY"), and CLIFFORD &
BROWN (referred to herein as "AT	ITORNEY").

# RECITALS

WHEREAS, CITY and ATTORNEY entered into Agreement for Legal Services No. CA18-008 on June 12, 2018, for legal services not to exceed \$40,000 in the matter of:

LOVEJOT SINGH, a minor, by and through his Guardian ad Litem JASPAR KAUR vs. CITY OF BAKERSFIELD, a public entity; COUNTY OF KERN, a public entity; GURDEEP SINGH, an individual; and DOES 1 through 50, inclusive Kern County Superior Court Case No. BCV-18-102743, SDS

WHEREAS, additional monies are needed to continue with outside legal services in connection with this matter;

WHEREAS, CITY and ATTORNEY desire to amend Agreement No. CA18-008 to increase the amount of compensation to ATTORNEY by the sum of Sixty Thousand Dollars (\$60,000) for a total not to exceed of One Hundred Thousand Dollars (\$100,000) for this action.

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

1. Paragraph 2 of Agreement for Legal Services No. CA18-008 dated June 12, 2018, is hereby amended in its entirety to read as follows:

Attorney Retainer Agreement - Singh, Lovejot S.\ATTORNEYNagrs\Clifford\Brown\Z0-21 Agrs\Singh,Lovejot:AttyRtnAgrCA18-008Amd1.docx

- 2. COMPENSATION TO ATTORNEY. Compensation for all work, services or products called for under this Agreement shall be paid as follows: CITY shall compensate ATTORNEY for all services performed by ATTORNEY on an hourly basis in an amount of One Hundred Ninety-Five Dollars (\$195) per hour. In no event shall this Agreement exceed the total amount of One Hundred Thousand Dollars (\$100,000). ATTORNEY shall not engage in any services above or beyond this amount and CITY shall not be obligated to pay ATTORNEY for excess work, services or products beyond this amount. CITY shall pay ATTORNEY thirty (30) days after receipt and approval of billing and shall submit separate billings for each matter. CITY shall pay no finance charge to ATTORNEY. The compensation set forth in this section shall be the total compensation under this Agreement including, but not limited to all approved out-of-pocket costs and taxes. payment all bills shall be reviewed and approved by the City Attorney or his designee.
- 2. <u>EFFECT OF THIS AMENDMENT</u>. Except as amended in this Agreement, all of the provisions of Agreement for Legal Services No. CA18-008, dated June 12, 2018, shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands the day and year first above written.

CITY OF BAKERSFIELD ("CITY")	CLIFFORD & BROWN ("ATTORNEY")		
By:	Bv:		
KAREN GOH	PATRICK J. OSBORN		
Mayor	Managing Partner		

Additional Signatures on Following Page

# APPROVED AS TO FORM: VIRGINIA GENNARO City ATTORNEY

Ву:
VIRGINIA GENNARO City Attorney
Insurance:
COUNTERSIGNED:
Ву:
RANDY MCKEEGAN Finance Director
VG:ac;



# **ADMINISTRATIVE REPORT**

MEETING DATE: 12/16/2020 Consent – Agreements w.

TO: Honorable Mayor and City Council

FROM: Virginia Gennaro, City Attorney

**DATE:** 12/4/2020

WARD:

**SUBJECT:** Amendment No. 1 to Agreement No. CA20-002 with Clifford & Brown

(\$160,000; revised not to exceed \$200,000) to provide outside legal services in the matter of *Potential Litigation Matters Involving Security* 

Paving.

#### STAFF RECOMMENDATION:

Staff recommends approval of the amendment.

#### **BACKGROUND:**

On April 28, 2020, the City entered into Departmental Agreement No. CA20-002 with Clifford & Brown in an amount not to exceed \$40,000 for legal representation in the matter of *Potential Litigation Matters Involving Security Paving*. This case is being handled outside our flat rate contract since it is not a lawsuit but a potential litigation matter regarding a contract dispute with Security Paving over compensation for alleged work performed on the State Routes 58 and 99 connector Beltway Operational Project.

At this time, the City Attorney's Office requests that we amend the contract to add additional compensation of \$160,000. This Amendment No. 1 to Agreement No. CA20-002 will result in a total Not to Exceed amount of \$200,000 in order for outside counsel representation to continue in this matter. A mediation is set for February 8, 2021.

### **ATTACHMENTS:**

Description Type

Amendment No. 1 To Agreement No. CA20-002 With Clifford & Brown

Agreement

<b>AGREEMENT</b>	NO

# AMENDMENT NUMBER ONE (1) TO ATTORNEY RETAINER AGREEMENT NO. CA20-002

THIS AMENDMENT NUMBER O	NETO AGREEMENT NO. CA20-002 is made and
entered into on	, by and between the CITY OF BAKERSFIELD, a
chartered municipal corporation	(referred to herein as "CITY"), and CLIFFORD &
<b>BROWN</b> (referred to herein as "ATTC	ORNEY"}.

# RECITALS

WHEREAS, CITY and ATTORNEY entered into Agreement for Legal Services No. CA20-002 on April 28, 2020, for legal services not to exceed \$40,000 in the matter of:

# Potential Litigation Matters Involving Security Paving

WHEREAS, additional monies are needed to continue with outside legal services in connection with this matter;

WHEREAS, CITY and ATTORNEY desire to amend Agreement No. CA20-002 to increase the amount of compensation to ATTORNEY by the sum of One Hundred Sixty Thousand Dollars (\$160,000) for a total not to exceed of Two Hundred Thousand Dollars (\$200,000) for this action.

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

- 1. Paragraph 2 of Agreement for Legal Services No. CA20-002 dated April 28, 2020, is hereby amended in its entirety to read as follows:
  - 2. <u>COMPENSATION TO ATTORNEY</u>. Compensation for all work, services or products called for under this Agreement shall be paid as follows: CITY shall compensate ATTORNEY for all services performed by ATTORNEY on an hourly basis in an amount of **One Hundred Ninety-Five Dollars (\$195) per hour.** In no event

shall this Agreement exceed the total amount of Two Hundred Thousand Dollars (\$200,000). ATTORNEY shall not engage in any services above or beyond this amount and CITY shall not be obligated to pay ATTORNEY for excess work, services or products beyond this amount. CITY shall pay ATTORNEY thirty (30) days after receipt and approval of billing and shall submit separate billings for each matter. CITY shall pay no finance charge to ATTORNEY. The compensation set forth in this section shall be the total compensation under this Agreement including, but not limited to all approved out-of-pocket costs and taxes. Prior to payment all bills shall be reviewed and approved by the City Attorney or his designee.

2. <u>EFFECT OF THIS AMENDMENT</u>. Except as amended in this Agreement, all of the provisions of Agreement for Legal Services No. CA20-002, dated April 28, 2020, shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands the day and year first above written.

CITY OF BAKERSFIELD ("CITY")	CLIFFORD & BROWN ("ATTORNEY"	
By:	By:	
KAREN GOH	PATRICK J. OSBORN	
Mayor	Managing Partner	

Additional Signatures on Following Page

# APPROVED AS TO FORM: VIRGINIA GENNARO CITY ATTORNEY

By:
VIRGINIA GENNARO City Attorney
Insurance:
COUNTERSIGNED:
Ву:
RANDY MCKEEGAN Finance Director

VG:ac



# **ADMINISTRATIVE REPORT**

**MEETING DATE**: 12/16/2020 Consent – Agreements x.

**TO:** Honorable Mayor and City Council

FROM: Randy McKeegan, Finance Director

**DATE:** 11/6/2019

WARD:

**SUBJECT:** Amendment No. 5 to Agreement No. 17-007 with Target Specialty

Products (\$150,000, revised not to exceed \$740,000 and extend the term one year) to continue the supply of chemical, insecticides, and

herbicides.

#### STAFF RECOMMENDATION:

Staff recommends approval of the amendment.

#### **BACKGROUND:**

On January 4, 2017, the City Council approved the annual contract for the supply of chemical, insecticides, and herbicides to Target Specialty Products, in the amount of \$150,000; renewable annually thereafter for four consecutive one-year periods. On December 12, 2017, the City Council approved Amendment No. 1 increasing compensation by \$100,000 and extending the term one year. On September 19, 2018, the City Council approved Amendment No. 2 increasing compensation by \$150,000 and extending the term one year. On November 20, 2019, the City Council approved Amendment No. 3 increasing compensation by \$150,000 and extending the term one year. On September 9, 2020, the City Council approved Amendment No. 4 increasing compensation by \$40,000.

Currently there is \$17,000 remaining on the contract. If approved, Amendment No. 5 will extend the term one year and increase compensation by \$150,000 for a revised not to exceed amount of \$740,000. Funds are budgeted in the Recreation and Parks operating budget within the General Fund for the supplies.

#### **ATTACHMENTS:**

Description Type

AGMT 17-007 Amendment No. 5 Traget Specialty
Agreement

### **AGREEMENT NO. 17-007(5)**

# AMENDMENT NO. [5] TO AGREEMENT NO. 17-007

TH	IS AMENDMENT	NO. 5 TO AGR	<b>EEMENT NO</b>	. <b>17-007</b> is	made an	d entered
into on		, by and	d between	the CITY	OF BAKE	RSFIELD, a
municipo	al corporation	(referred to he	erein as "C	CITY"), and	TARGET	<b>SPECIALTY</b>
<b>PRODUC</b>	TS (referred to I	nerein as "CON	TRACTOR").			

#### RECITALS

- **WHEREAS**, on the January 4, 2017, the CITY and CONTRACTOR entered into Agreement No. 17-007 in the amount of \$150,000 for the supply of chemicals, insecticides, herbicides; and
- **WHEREAS**, on December 17, 2017, Council approved Amendment No. 1 increasing compensation by \$100,000 and extending the term one year to allow the continuance of suppling chemicals, insecticides, and herbicides; and
- **WHEREAS**, on September 19, 2018, Council approved Amendment No. 2 increasing compensation by \$150,000 and extending the term one year to allow the continuance of suppling chemicals, insecticides, and herbicides; and
- **WHEREAS**, on November 20, 2019, Council approved Amendment No. 3 increasing compensation by \$150,000 and extending the term one year to allow the continuance of suppling chemicals, insecticides, and herbicides; and
- WHEREAS, on September 9, 2020, Council approved Amendment No. 4 increasing compensation by \$40,000 to allow the continuance of suppling chemicals, insecticides, and herbicides; and
- **WHEREAS**, CITY and CONTRACTOR have agreed to increase compensation \$150,000 and extend the term one year to allow continuance of suppling chemicals, insecticides, and herbicides.
- **NOW, THEREFORE**, incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree as follows:
- 1. Section 2 of Agreement No. 17-007 entitled "COMPENSATION" is hereby amended to read as follows:

2. <u>COMPENSATION.</u> Compensation for all work, services or products called for under this Agreement shall consist of a total payment **NOT TO EXCEED SEVEN HUNDRED FORTY THOUSAND DOLLARS (\$740,000)** in accordance with the bid documents.

The compensation set forth in this section shall be the total compensation under this Agreement including, but not limited to, all out-of-pocket costs and taxes.

CITY shall pay only the compensation listed unless otherwise agreed to in writing by the parties.

- **2.** Section 12 of Agreement No. 17-007 entitled "**TERM**" is hereby amended to read as follows:
- **12.** <u>**TERM.**</u> Unless terminated sooner, as set forth herein, CONTRACTOR shall provide services for an additional one (1) year term.
- **3.** Except as amended herein, all provisions of Agreement No. 17-007 shall remain in full force and effect.

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**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 5 to Agreement No. 17-007 to be executed the day and year first above written.

"CITY"	"CONTRACTOR"
CITY OF BAKERSFIELD	TARGET SPECIALTY PRODUCTS
Ву:	By:
<b>KAREN GOH</b> Mayor	Print Name: <u>Hariven Cronk</u>
	Title: Contract Bid Specialist

# APPROVED AS TO CONTENT: RECREATION AND PARKS DEPARTMENT

By:	
DIANE HOOVER  Director of Recreation and Parks	
APPROVED AS TO FORM: VIRGINIA GENNARO City Attorney	
By:  JOSHUA H. RUDNICK  Deputy City Attorney	
COUNTERSIGNED:	
By:  RANDY MCKEEGAN  Finance Director	Insurance Approved by
= =	Risk Management:



**MEETING DATE**: 12/16/2020 Consent – Agreements y.

TO: Honorable Mayor and City Council

FROM: Randy McKeegan, Finance Director

**DATE:** 11/25/2019

WARD:

SUBJECT: Amendment No. 3 to Agreement No. 17-202 with Applied LNG

Technologies, LLC (\$500,000; revised not to exceed \$2,000,000; and

extend the term one year) for supply of LNG fuel.

#### STAFF RECOMMENDATION:

Staff recommends approval of the amendment.

#### **BACKGROUND:**

On December 13, 2017, the City Council approved the annual contract for the supply of LNG fuel with Applied LNG Technologies, LLC in the amount of \$500,000; renewable annually thereafter for four one-year periods. On December 12, 2018, City Council approved Amendment No. 1 extending the term one year and increasing compensation \$500,000. On December 11, 2019, City Council approved Amendment No. 2 extending the term one year and increasing compensation \$500,000.

Currently there is \$67,000 available on the contract. Amendment No. 3 will extend the term one year and increase compensation by \$500,000 for a revised not exceed amount of \$2,000,000. Funds are budgeted in the Equipment Management Fund for this contract. Approval of the amendment allows the City to continue to meet the demand for LNG fuel.

#### **ATTACHMENTS:**

Description Type

Amendment No. 3 to Agmt 17-202 Applied LNG
Technologies LLC

Agreement

### **AGREEMENT NO. 17-202(3)**

# AMENDMENT NO. [3] TO AGREEMENT NO. 17-202

	THIS	<b>AMENDMENT</b>	NO. 3 TO /	AGRE	EMENT	NO.	17-202 is	mad	le and er	itered
into										
		corporation							<b>APPLIED</b>	LNG
TECHNOLOGIES, LLC (referred to herein as "CONTRACTOR").										

#### RECITALS

**WHEREAS,** on the December 13, 2017, the CITY and CONTRACTOR entered into Agreement No. 17-202 in the amount of \$500,000 for the supply of liquid natural gas fuel; and

**WHEREAS,** on December 12, 2018, Council approved Amendment No. 1 extending the term one year and increasing compensation by \$500,000 to continue the supply of liquid natural gas fuel; and

**WHEREAS**, on December 11, 2019, Council approved Amendment No. 2 extending the term one year and increasing compensation by \$500,000 to continue the supply of liquid natural gas fuel; and

**WHEREAS,** CITY and CONTRACTOR have agreed to extend the contract term one year and increase compensation FIVE HUNDRED THOUSAND DOLLARS (\$500,000) to continue the supply of liquid natural gas fuel.

**NOW, THEREFORE**, incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree as follows:

- 1. Section 2 of Agreement No. 17-202 entitled "COMPENSATION" is hereby amended to read as follows:
- 2. <u>COMPENSATION.</u> Compensation for all work, services or products called for under this Agreement shall consist of a total payment **NOT TO EXCEED TWO MILLION DOLLARS (\$2,000,000)** in accordance with the bid documents.

The compensation set forth in this section shall be the total compensation under this Agreement including, but not limited to, all out-of-pocket costs and taxes. CITY shall pay only the compensation listed unless otherwise agreed to in writing by the parties.

2. Section 12 of Agreement No. 1 to read as follows:	17-202 entitled " <b>TERM</b> " is hereby amended
shall provide services for an additional o	sooner, as set forth herein, CONTRACTOR one (1) year term. The agreement shall be ear period at the City's option and upon
remain in full force and effect.	provisions of Agreement No. 17-202 shall 0o –
IN WITNESS WHEREOF, the parties has to Agreement No. 17-202 to be executed as the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the	nereto have caused this Amendment No. ted the day and year first above written.
"CITY"	"CONTRACTOR"
CITY OF BAKERSFIELD	APPLIED LNG TECHNOLOGIES, LLC
By: KAREN GOH Mayor	Print Name: Coward Mchenna, Title: CEO
APPROVED AS TO CONTENT: FINANCE DEPARTMENT	
By: NICK FIDLER  Public Works Director	

VIRG	ROVED AS TO FORM: SINIA GENNARO Attorney			
Ву:	JOSHUA H. RUDNICK	-		
By:	Deputy City Attorney			
<i>-</i> ,	RANDY MCKEEGAN Finance Director	-	Insurance Approved by Risk Management:	



**MEETING DATE**: 12/16/2020 Consent – Agreements z.

TO: Honorable Mayor and City Council

FROM: Randy McKeegan, Finance Director

**DATE:** 11/6/2019

WARD:

**SUBJECT:** Amendment No. 3 to Agreement No. 17-203 with Pinnacle Petroleum,

Inc. (\$2,500,000; revised not to exceed \$10,000,000, and extend the

term one year), for supply of tractor/trailer fuel deliveries.

#### STAFF RECOMMENDATION:

Staff recommends approval of the amendment.

#### **BACKGROUND:**

On December 13, 2017, the City Council approved the annual contract for the supply of tractor/trailer fuel deliveries with Pinnacle Petroleum. Inc., in the amount of \$2,500,000; renewable annually thereafter for four one-year periods. On December 12, 2018, City Council approved Amendment No. 1 extending the term one year and increasing compensation by \$2,500,000. On December 11, 2019, City Council approved Amendment No. 2 extending the term one year and increasing compensation by \$2,500,000.

Currently there is \$900,000 available on the contract. Amendment No. 3 will extend the term one year and increase compensation by \$2,500,000 for a revised not to exceed amount of \$10,000,000. Approval of the amendment allows the City to continue to meet the demand for tractor/trailer fuel deliveries. Funds are budgeted in the Equipment Management Fund for this contract.

#### **ATTACHMENTS:**

Description Type

Amendment No. 3 to Agmt 17-203 Pinnacle Petroleum Agreement

### **AGREEMENT NO. 17-203(3)**

# AMENDMENT NO. [3] TO AGREEMENT NO. 17-203

	THIS	AMEN	DMENT	NO. 3	TO A	AGREE	MENT	NO. 1	7-203	is mad	de and	enter	ec
into	on _			referred	by	and	betwe	en th	ne CIT	Y OF	BAKER	SFIELD,	. c
mun	icipal	corpor	ation (	referred	ot b	herei	n as "C	CITY"),	and P	INNA	CLE PET	ROLEU	M
INC.	(refer	red to I	nerein (	as "COI	VTR/	ACTO	R'').						

#### RECITALS

**WHEREAS,** on the December 13, 2017, the CITY and CONTRACTOR entered into Agreement No. 17-203 in the amount of \$2,500,000 for the supply of tractor trailer fuel loads; and

**WHEREAS**, on December 12, 2018, Council approved Amendment No. 1 extending the term one year and increasing compensation by \$2,500,000 to continue the supply of tractor trailer fuel loads; and

**WHEREAS,** on December 11, 2019, Council approved Amendment No. 2 extending the term one year and increasing compensation by \$2,500,000 to continue the supply of tractor trailer fuel loads; and

WHEREAS, CITY and CONTRACTOR have agreed to extend the contract term one year and increase compensation by TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000) to continue the supply of tractor trailer fuel loads.

**NOW, THEREFORE**, incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree as follows:

- 1. Section 2 of Agreement No. 17-203 entitled "COMPENSATION" is hereby amended to read as follows:
- 2. <u>COMPENSATION.</u> Compensation for all work, services or products called for under this Agreement shall consist of a total payment **NOT TO EXCEED TEN MILLION DOLLARS (\$10,000,000)** in accordance with the bid documents.

The compensation set forth in this section shall be the total compensation under this Agreement including, but not limited to, all out-of-pocket costs and taxes. CITY shall pay only the compensation listed unless otherwise agreed to in writing

by the parties.

- 2. Section 12 of Agreement No. 17-203 entitled "TERM" is hereby amended to read as follows:
- 12. <u>TERM.</u> Unless terminated sooner, as set forth herein, CONTRACTOR shall provide services for an additional one (1) year term. The agreement shall be renewable for one consecutive one-year period at the City's option and upon mutually agreeable terms.
- **3.** Except as amended herein, all provisions of Agreement No. 17-203 shall remain in full force and effect.

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**IN WITNESS WHEREOF,** the parties hereto have caused this Amendment No. 3 to Agreement No. 17-203 to be executed the day and year first above written.

"CITY"	"CONTRACTOR"
CITY OF BAKERSFIELD	PINNACLE PETROLEUM, INC.
By: KAREN GOH Mayor	By: Print Name:
APPROVED AS TO CONTENT: FINANCE DEPARTMENT	
NICK FIDLER  Public Works Director	

APPROVED AS TO FORM: VIRGINIA GENNARO City Attorney		
JOSHUA H. RUDNICK Deputy City Attorney		
COUNTERSIGNED:		
RANDY MCKEEGAN Finance Director	Insurance Approved by Risk Management:	



MEETING DATE: 12/16/2020 Consent – Agreements aa.

TO: Honorable Mayor and City Council

**FROM:** Dianne Hoover, Director of Recreation and Parks

**DATE:** 11/23/2020

WARD:

**SUBJECT:** Amendment No. 7 to Agreement No. 17-002 with Trans-West Security

Services, Inc. (\$428,223; revised not to exceed \$1,241,115 and extend

term one year), for continued park security services.

#### STAFF RECOMMENDATION:

Staff recommends approval of the amendment.

#### **BACKGROUND:**

Over the past several years, the City has utilized private security services to reduce trespassing and vandalism within City parks during non-business hours. These efforts have proven to be a deterrent and are a proactive approach to reducing costs associated with damaged parks equipment.

The original agreement was approved by Council on January 4, 2017 and renewed by Council for an additional year in November 2017, terminating on January 3, 2018. In May 2018, Council approved additional funding of \$60,000 to add an additional patrol at Kaiser Permanente Sports Village and the adjacent Wastewater Treatment Plant No. 3. The cost of the additional patrol was split evenly between Recreation and Parks Department and Wastewater Treatment Plant No. 3.

As part of the Public Safety and Vital Services measure, Council approved funding of \$130,000 for two additional 40-hour per week patrols at various Recreation and Parks locations in the FY 2019-20 operating budget. The additional patrols will assist in preventing vandalism and enhance the park user experience.

Amendment No. Four was approved on November 28, 2018 and compensation was increased by \$148,223 and the term of the agreement was extended by one year. On October 23, 2019, City Council approved Amendment No. Five to increase the compensation by \$278,223 and extend the term of the agreement for an additional year (termination date: January 4, 2021) for the continuing of park security patrols. On May 6, 2020, Council approved Amendment No. Six to increase compensation by \$150,000 and add an additional patrol to Waste Water Treatment Plant No. 2 (WWTP2) and an additional security patrol for the Recreation and Parks Department.

Staff proposed Amendment No. 7, which is intended to extend the term of the agreement through January 4, 2022 and add \$428,223 for a revised amount not to exceed \$1,241,115 allowing for continued private security services. The agreement is funded through several sources: approximately \$100,000 is funded by the Sewer Enterprise Fund, \$130,000 is funded through Public Safety and Vital Services, and the remaining through funds within the Recreation and Parks Department's operating budget. This will be the final renewal in the current agreement.

#### **ATTACHMENTS:**

Description Type

Amendment No. 7 Agreement

AGREEMENT NO.			
<b>AMENDMENT</b>	NO. SEV	EN [7] TO	

AGREEMENT NO. 17-002

THIS AMENDMENT NO. SEVEN (7) TO AGREEMENT NO.	<b>17-002</b> is made and
entered into on, by and between the C	ITY OF BAKERSFIELD, a
charter city and a municipal corporation (referred to herein	as "CITY"), and TRANS-
WEST SECURITY SERVICES, INC. (referred to herein as "CONTRAC	

#### RECITALS

WHEREAS, on January 04, 2017, the CITY and CONTRACTOR entered into Agreement No. 17-002, wherein CONTRACTOR would provide Park Security Services with an annual compensation of \$68,223;

WHEREAS, on September 06, 2017, the CITY and CONTRACTOR approved Amendment No. 1 increasing compensation to \$20,000, to allow for the continuance of Park Security Services;

WHEREAS, on November 15, 2017, the CITY and CONTRACTOR agreed to continue Park Security Services for an additional year and increase compensation by \$88,223;

WHEREAS, on May 23, 2018, CITY and CONTRACTOR agreed to continue Park Security Services by increasing the compensation by \$60,000 to provide an additional patrol at Kaiser Permanente Sports Village facility and the adjacent Waste Water Treatment Plant 3 facility;

WHEREAS, on November 28, 2018, CITY and CONTRACTOR agreed to continue Park Security Services by increasing the compensation by \$148,223 and extending the term of the agreement by one year;

WHEREAS, on October 23, 2019, CITY and CONTRACTOR agreed to continue Park Security Services by increasing the compensation by \$278,223 and extend the term of the agreement by on year;

WHEREAS, on May 06, 2020, CITY and CONTRACTOR agreed to continue Park Security Service by increasing the compensation by \$150,000 to provide an additional patrol for various facilities for the Department of Recreation and Parks and a new patrol for Waste Water Treatment Plant 2 facility; and

WHEREAS, the current agreement is set to expire on January 4, 2021; and

WHEREAS, CITY and CONTRACTOR have agreed to continue Park Security Services by doing the following: increase compensation by \$428,223, extend the term of the agreement by one year, and increase the hourly rate for services as a result of the State of California Mandated Minimum Wage increase effective January 1, 2021 as listed on Exhibit A;

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree to amend Agreement No. 17-002 as follows:

- Section 2 of Agreement No. 17-002 entitled "COMPENSATION" is hereby 1. amended to read as follows:
  - **COMPENSATION.** Compensation for all work, services 2. or products called for under this Agreement shall consist of a total of NOT TO EXCEED \$1,241,115. The compensation set forth in this section shall be the total compensation under this Agreement including, but not limited to, all out-ofpocket costs and taxes. CITY shall pay only the compensation listed unless otherwise agreed to in writing by the parties.
- Section 12 of Agreement No. 17-002 entitled "TERM" is hereby amended 2. to read as follows:
  - TERM. Unless terminated sooner, as set forth herein, 12. CONTRACTOR shall provide services for an additional one (1) year term expiring on January 4, 2022.
- Except as amended herein, all other provisions of Agreement No. 17-002 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. Seven [7] to Agreement No. 17-002 to be executed the day and year first above written.

CITY	"CITY"  OF BAKERSFIELD	"CONTRACTOR"  TRANS-WEST SECURITY SERVICES, INC.
Ву:		Ву:
	<b>KAREN GOH</b> Mayor	Title: Vicz President

[Signatures on Following Page]

By:_	
	DIANNE HOOVER
	Director of Recreation & Parks
	ROVED AS TO FORM:
	GINIA GENNARO
City	Attorney
By:_	CHRISTINA J. OLESON
	Deputy City Attorney
	Insurance Approved by Risk Management:
COI	INTERSIGNED:
By:_	
	RANDY McKEEGAN
	Finance Director

Exhibit A – Trans-West Pricing Proposal Attachment:

Trans-West 8503 Crippen St. Bakersfield, CA 93311 661-834-0711 - 24/7 661-834-0752 - Fax





### TRANS-WEST PRICING PROPOSAL

### **Bakersfield City Parks & Rec**

### **ALL INCLUSIVE RATES INCLUDE:**

- SECURITY OFFICER
- REAL-TIME REPORTING SYSTEM (FormForce)
- ALL STATE MANDATED & ONGOING TRAINING
- UNIFORMS AND STANDARD EQUIPMENT
- 24/7 DISPATCH & SUPERVISION
- LOCAL MANAGEMENT AND SUPPORT
- RADIO COMMUNICATION FOR ALL OFFICERS
- VEHICLE, FUEL & MAINTENANCE

### RATES:

### **Current Rates/Service:**

Regular Rate: \$31.98 per hour

Overtime/Holiday Rate: \$47.97 per hour

### **Proposed 2021 Rates:**

Regular Rate: \$32.98 per hour

Overtime/Holiday Rate: \$47.97 per hour



**MEETING DATE**: 12/16/2020 Consent – Agreements ab.

TO: Honorable Mayor and City Council

**FROM:** Nick Fidler, Public Works Director

**DATE:** 10/29/2020

WARD: Ward 3

**SUBJECT:** Amendment No. 1 to Agreement No. 19-010 with AECOM (extend

term and time for completion; no increase to compensation) for Construction Management Services for the Manor Street Bridge

Rehabilitation Project.

#### STAFF RECOMMENDATION:

Staff recommends acceptance and approval of the amendment.

#### **BACKGROUND:**

The Manor Street Bridge project consists of the construction of roadway improvements and rehabilitation, seismic retrofitting, and widening of the existing bridge over the Kern River for both the northbound and southbound bridges. Work includes: installation of street lighting; construction of concrete sidewalks and barriers; installation of metal beam guard rails; modifications of existing curb, gutters, and dikes; and, construction of full depth hot mix asphalt pavement.

The construction contract for Manor Street Bridge project was awarded at the December 12, 2018, City Council meeting to Security Paving Company. In addition, a construction management (CM) agreement was awarded to AECOM Technical Services, Inc. (AECOM) to provide the construction engineering and inspection services for the project.

The construction project has encountered significant delays due to conditions such as inclement weather, above normal water flow in the Kern River, and environmental delays. These conditions have extended the completion date of the project. The CM agreement will also need to be extended to assist with the completion of the project. The construction project was originally anticipated to be complete by December 31, 2019; however, due to these delays the new anticipated completion date is currently June 30, 2021. This amendment will extend the CM agreement to December 31, 2021, to allow AECOM to continue to provide construction engineering and inspection services through completion and project closeout.

No increase to the compensation is requested at this time for the CM Agreement; however, it is

anticipated that additional funds will be required for these delays and additional services resulting from changes to environmental requirements by regulatory agencies on the project. A separate amendment will be prepared at that time and sent to the City Council for approval.

### ATTACHMENTS:

Description Type

□ Amendment #1 AECOM Agreement Agreement

<b>AGREEMENT NO</b>	•
AGREEMENT NO	•

# AMENDMENT NO. ONE TO AGREEMENT NO. 19-010

THIS AMENDMENT NO.	ONE TO AGREEMENT NO. $\_$	19-010	is made and
entered into on	, by and between the	CITY OF BA	AKERSFIELD, C
charter city and a municipa	al corporation (referred to	herein as	"CITY"), and
<b>AECOM TECHNICAL SERVICES</b>	, INC., authorized to cond	uct busines	s in Californic
(referred to herein as "MANA	GER'').		

#### RECITALS

WHEREAS, on January 9, 2019, CITY and MANAGER entered into Agreement No. 19-010, wherein MANAGER agreed to provide construction management services for the Manor Street Bridge over Kern River project; and

**WHEREAS**, CITY and MANAGER desire to extend the Time for Completion and Term of Agreement No. 19-010 to December 31, 2021.

**NOW, THEREFORE**, incorporating the foregoing recitals herein, CITY and MANAGER mutually agree to amend Agreement No. 19-010 as follows:

- 1. Section 5 of Agreement No. 19-010 entitled "Time for Completion" is hereby amended to read as follows:
  - **5. <u>TIME FOR COMPLETION</u>**. MANAGER shall complete all assigned tasks set forth in the Scope of Work no later than June 30, 2021.
- 2. Section 6 of Agreement No. 19-010 entitled "Term" is hereby amended to read as follows:
  - **TERM.** This Agreement will terminate upon completion of the Scope of Work or on December 31, 2021, whichever is earlier. Should any claims against CITY or MANAGER arising out of the Scope of Work be asserted during the term of this Agreement, CITY and MANAGER may agree to extend the termination date of this Agreement.
- **3.** Except as amended herein, all other provisions of Agreement No. 19-010 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. One to Agreement No. 19-010 to be executed the day and year first above written.

"CITY" CITY OF BAKERSFIELD	"MANAGER"  AECOM TECHNICAL SERVICES, INC.
By:KAREN GOH	By:
<b>KAREN GOH</b> Mayor	ANDRES ROLDAN Senior Construction Manager
APPROVED AS TO CONTENT: PUBLIC WORKS DEPARTMENT	
By: NICK FIDLER Public Works Director	
APPROVED AS TO FORM: VIRGINIA GENNARO City Attorney	
By:	
Insurance:	
COUNTERSIGNED:	
By:	



**MEETING DATE**: 12/16/2020 Consent – Agreements ac.

TO: Honorable Mayor and City Council

**FROM:** Nick Fidler, Public Works Director

**DATE:** 11/24/2020

WARD:

**SUBJECT:** Amendment No. 2 to Agreement No. 18-188 with EMTS, Inc. (\$58,704;

revised not to exceed \$176,112 and extend term one year), to provide landscape maintenance services at Wastewater Treatment Plant No. 3.

#### STAFF RECOMMENDATION:

Staff recommends approval of the amendment.

#### **BACKGROUND:**

Wastewater Treatment Plant No. 3 (Plant 3) has landscaped areas which require maintenance services beyond the limits of available staff. These services include maintaining trees, shrubs, ground cover, turf areas and irrigation system, and providing weed control and debris removal.

On November 28, 2018, the City entered into Agreement No. 18-188 with EMTS, Inc. to provide landscape maintenance services. EMTS, Inc. was selected through a formal request for qualifications process. Agreement No. 18-188 provided for renewal of the agreement for three consecutive one-year periods upon mutually agreeable terms.

On November 20, 2019, City Council approved Amendment No. 1 to Agreement No. 18-188 which extended the term to November 30, 2020, and increased the compensation by \$ 58, 704 for a revised not to exceed compensation amount of \$117,408.

At this time, given the need for continued landscape maintenance services at Plant 3, the Wastewater Division desires to extend the agreement by one additional year, and increase the compensation by \$58,704 for the anticipated maintenance services. This amendment revises the not to exceed amount to \$176,112 and extends the term to November 30, 2021.

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 amendment.

#### ATTACHMENTS:

Description Type

□ Agreement Agreement

■ Exhibit B Exhibit

<b>AGREEMENT</b>	NO.	

# AMENDMENT NO. [2] TO AGREEMENT NO. 18-188

THIS AMENDMENT	NO. 2 TO AGREEMENT N	IO. <u>18-188</u>	is made a	and entered
into on	, by and between the	CITY OF BAK	ERSFIELD,	a municipal
corporation (referred to	herein as "CITY"), and	EMTS, INC.	(referred	to herein as
"CONTRACTOR").				

#### RECITALS

WHEREAS, CITY and CONTRACTOR entered into Agreement No. 18-188 on November 28, 2018 wherein CONTRACTOR would provide landscape maintenance services at Wastewater Treatment Plant No. 3 (WWTP 3) including maintenance of trees, shrubs, ground cover, turf areas and irrigation system, and provide weed control and debris removal; and

WHEREAS, CITY and CONTRACTOR entered into Amendment No. 1 to Agreement No. 18-188 on November 20, 2019 wherein the parties extended the term of the original contract to November 30, 2020 and increased the compensation by an additional Fifty Eight Thousand Seven Hundred Four Dollars (\$58,704), for a total payment of One Hundred Seventeen Thousand Four Hundred Eight Dollars (\$117,408) for additional landscape maintenance services; and

**WHEREAS,** the parties now desire to enter into Amendment No. 2 to Agreement No. 18-188 to renew and extend the term until November 30, 2021 in accordance with the original terms of the said agreement; and

**WHEREAS,** CITY and CONTRACTOR have agreed to additional compensation of Fifty Eight Thousand Seven Hundred Four Dollars (\$58,704) above the previously established compensation of One Hundred Seventeen Thousand Four Hundred Eight Dollars (\$117,408) for the required services.

**NOW, THEREFORE,** incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree as follows:

**1.** Section 2 of Agreement No. 18-188 entitled "COMPENSATION/PAYMENT PROCEDURE" is hereby amended to read as follows:

**2.** <u>COMPENSATION/PAYMENT PROCEDURE</u>. Subject to the conditions of this section, CITY will pay CONTRACTOR as follows for performing the Scope of Work ("Compensation"):

A total payment of One Hundred Seventy Six Thousand One Hundred and Twelve Dollars (\$ 176,112) which shall be paid as follows: upon successful completion of tasks assigned to CONTRACTOR as described in the RFP and at the rates specified in the submitted Proposal Form, attached hereto as **Exhibit B** and incorporated by reference herein.

CITY will pay CONTRACTOR within 30 days after CONTRACTOR submits an itemized invoice for the portions of the Scope of Work completed and that invoice is approved by CITY. The Compensation will be the total amount paid to CONTRACTOR for performing the Scope of Work and includes, but is not limited to, all out-of-pocket costs and taxes. CITY will pay no other compensation to CONTRACTOR. In no case will CITY compensate CONTRACTOR more than \$ 176,112 for performing the Scope of Work.

- **2.** Section 3 of Agreement No. 18-188 entitled "TERM" is hereby amended to read as follows:
  - **3.** <u>TERM.</u> Unless terminated sooner, as set forth herein, this Agreement shall terminate on November 30, 2021. The agreement is renewable for an additional one-year period at the CITY's option and upon mutually agreeable terms.
- **3.** Except as amended herein, all provisions of Agreement No. 18-188 shall remain in full force and effect.

**IN WITNESS WHEREOF,** the parties hereto have caused this Amendment No. 2 to Agreement No. 18-188 to be executed the day and year first above written.

"CITY" CITY OF BAKERSFIELD	"CONTRACTOR" <b>EMTS, INC.</b>
By: KAREN GOH Mayor	Print Name: LVY STOKERDRE  Title: CED
APPROVED AS TO CONTENT: PUBLIC WORKS DEPARTMENT	
By: NICK FIDLER PUBLIC WORKS DIRECTOR	
APPROVED AS TO FORM: VIRGINIA GENNARO City Attorney	
By:	
COUNTERSIGNED:	
By:	



Wastewater Treatment Plant 3 Landscape Maintenance RFP

## Attachment RFP-3 -- Proposal Form

TO BE COMPLETED BY OFFEROR AND INCLUDED IN PROPOSAL

TO: CITY OF BAKERSFIELD

RE: WASTEWATER TREATMENT PLANT 3 LANDSCAPE MAINTENANCE

Term of Contract: The Agreement shall be in place for one (1) year from the effective date of the Agreement and can be extended at the City's option and under mutually agreeable terms for two (2) additional one-year periods.

Having carefully examined the Request for Proposals, attachments and related documents, the undersigned proposes and agrees to provide to the City of Bakersfield in accordance with this RFP and sample Contract for Wastewater Treatment Plant 3 Landscape Maintenance, Contractor submits the following proposal:

MONTHLY MAINTENANCE FEE: Items A through H

Monthly Maintenance \$3558 X 12 months = \$42,696 1 year term

MONTHLY MAINTENANCE FEE: Item I

Monthly Maintenance \$ 1334 x 12 months = \$ 16,008 1 year term

**TOTAL CONTRACT AMOUNT** 

Items A-H \$ 42,696 + Item I \$ 16,008 = \$ 58704 Contract Amount

The PROPOSER shall submit prices for the Proposal. The criteria set forth in Section VI "SELECTION OF CONTRATOR" of this RFP shall be used to determine the award of the contract.

EMTS/Ind Name of Firm, or Gorporation Signature of Offeror's Authorized Representative Guy Stockbridge, President, Treasurer, Secretary

Name & Title of Authorized Representative



**MEETING DATE**: 12/16/2020 Consent – Agreements ad.

TO: Honorable Mayor and City Council

**FROM:** Nick Fidler, Public Works Director

**DATE:** 11/20/2020

WARD: Ward 3

**SUBJECT:** Amendment No. 8 to Agreement No. 12-120 with T.Y.LIN International,

for extension of time for closeout activities associated with the State

Route 178 Widening Project.

#### STAFF RECOMMENDATION:

Staff recommends approval of the amendment.

#### **BACKGROUND:**

The State Route 178 Widening project consisted of widening the existing two lane highway to three lanes in each direction with paved median and shoulders from Canteria Drive to Masterson Street, and to two lanes in each direction with paved median and shoulders from Masterson Street to Miramonte Drive. The project also included installing traffic signals at the SR-178 intersections with SR-184, and with Masterson Street. Storm drainage improvements and a short section of retaining wall were also included with the project.

TYLIN has provided the engineering design and the design support services during construction for the SR-178 Widening Project. The project construction was completed in July, 2017. TYLIN has since been finalizing all the close out work needed to transfer this project to Caltrans. As staff was reestablishing the right-of-way limits for the new roadway, it was discovered that an additional parcel was not identified prior to acquisitions. Currently, the City is in the process of acquiring the parcel but it will be not be completed before the expiration of the agreement with TYLIN.

TYLIN's current contract will expire on January 31, 2021. This amendment is needed to extend the expected completion date to December 31, 2021, allowing TYLIN to finish their scope of work. No additional funds are needed at this time.

#### **ATTACHMENTS:**

Description Type

Amendment 8 Agreement

AGREEMENT NO	
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# AMENDMENT NO. [8] TO AGREEMENT NO. 12-120

THIS AN	<b>MENDMEN</b>	T NO. 8 TO	AGR	REEMENT	NO. 1	<b>2-120</b> is	made an	d entere	ed
into on		_, by and b	etw	een the (	CITY C	OF BAKE	<b>RSFIELD</b> , a	municip	al
corporation	(referred	to herein	as	"CITY"),	and	T.Y.LIN	INTERNAT	IONAL,	а
Corporation,	("DESIGN	CONSULTA	NT" ł	nerein).					

#### RECITALS

WHEREAS, CITY and DESIGN CONSULTANT entered into Agreement No. 12-120 ("Agreement") on September 12, 2012 for Engineering Design Services for the SR-178 Widening Project, ("PROJECT" herein), for an amount not to exceed \$2,690,000.00; and

WHEREAS, on June 4, 2014, CITY and DESIGN CONSULTANT entered into Amendment No. One (1) to address additional scope of services for the design of a traffic signal at SR-178 and future SR-184, permit requirements for current driveway access, and additional boring to identify basin permeability and pavement structure. The additional amount for the scope of services was not to exceed \$251,000; and

WHEREAS, on April 22, 2015, CITY and DESIGN CONSULTANT entered into Amendment No. Two (2), which awarded Phase 2 of original Scope of Work for construction support services after the completion of the Plans, Specification, and Estimate (PS&E) package for PROJECT. The additional amount for the construction support services was not to exceed \$324,000.00; and

WHEREAS, when Amendment No. Two (2) was executed, it was known that DESIGN CONSULTANT would perform Phase 2 Right of Way Mapping and Monumentation work, to close out the SR-178 Widening right-of-way engineering activities after the construction of PROJECT; and

WHEREAS, on July 19, 2017, CITY and DESIGN CONSULTANT entered into Amendment No. Three (3), to provide Right of Way Engineering work to close out the PROJECT. The additional amount for these services was not to exceed \$125,123.01; and

- WHEREAS, on May 8, 2019, CITY and DESIGN CONSULTANT entered into Amendment No. Four (4), to extend the "TERM AND TERMINATION" date until December 31, 2019; and
- WHEREAS, on July 17, 2019, CITY and DESIGN CONSULTANT entered into Amendment No. Five (5), for additional Scope of Work to dispose of remnant parcels as part of finalizing the new right of way for SR-178; and
- WHEREAS, on December 11, 2019, CITY and DESIGN CONSULTANT entered into Amendment No. Six (6), to extend the "TERM AND TERMINATION" date until June 30, 2020; and
- WHEREAS, on June 24, 2020, CITY and DESIGN CONSULTANT entered into Amendment No. Seven (7), to further extend the "TERM AND TERMINATION" date until January 31, 2021; and
- WHEREAS, DESIGN CONSULTANT is still working on the scope of work in Amendment No. Five (5), however, during review of documents it was discovered an additional parcel not identified prior to acquisitions of properties. Obtaining acquisition and the approval process from STATE will take longer than expected; and
- WHEREAS, the "TERM AND TERMINATION" date is coming up on January 31, 2021; and
- **WHEREAS**, the parties now desire to enter into Amendment No. Eight (8) to Agreement to extend the term.
- **NOW, THEREFORE,** incorporating the foregoing recitals herein, CITY and DESIGN CONSULTANT mutually agree as follows:
  - 1. The first paragraph of Section 17 of Agreement No. 12-120 entitled "TERM AND TERMINATION" is hereby amended to read as follow:
    - 17. TERM AND TERMINATION. This Agreement shall terminate upon completion of DESIGN CONSULTANT's scope of work, or on December 31, 2021, whichever is earlier. Should any claims arising out of DESIGN CONSULTANT's scope of work be asserted during the term of the Agreement against CITY or DESIGN CONSULTANT, CITY and DEISGN CONSULTANT agree to extend the termination date of this Agreement.

(Signatures Next Page)

Except as amended herein, all provisions of Agreement No. 12-120,

as amended, shall remain in full force and effect.

2.

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. Eight (8) to Agreement No. 12-120 to be executed the day and year first above written.

"CITY"	"DESIGN CONSULTANT"
CITY OF BAKERSFIELD	TYLIN INTERNATIONAL
By: KAREN GOH Mayor	By:
APPROVED AS TO FORM: VIRGINIA GENNARO City Attorney	
By:  JOSHUA RUDNICK  Deputy City Attorney II  Insurance:  APPROVED AS TO CONTENT:	
By:NICK FIDLER	
Public Works Director COUNTERSIGNED:	
By: RANDY MCKEEGAN Finance Director	



**MEETING DATE**: 12/16/2020 Consent – Bids ae.

TO: Honorable Mayor and City Council

FROM: Randy McKeegan, Finance Director

**DATE:** 12/2/2020

WARD:

**SUBJECT:** Accept bid from BorderLAN, Inc. (\$292,740), for Barracuda total e-mail

security subscription licenses.

#### STAFF RECOMMENDATION:

Staff recommends acceptance of bid.

#### **BACKGROUND:**

Bids were solicited for Barracuda email security subscription licenses. Four bids were received in response to the solicitation.

Technology Services utilizes Barracuda security and backup products to secure City email, file system backup, and internet (web) access. This purchase implements another layer in the overall security posture protecting City systems, data, and business continuity. Additionally, the purchase of these services facilitates the secure migration of data and services from on premise City systems to a cloud (internet) based architecture for the Microsoft Office365 suite of business applications (Word, Excel, PowerPoint, Publisher, OneNote, Exchange/Outlook email, and other online services/applications) that are used for document creation and information sharing throughout the City.

This bid secures subscription licenses to Barracuda for providing cloud based email security, cloud file system backup, and email retention for City users (1,700 user licenses). Bids were solicited to secure pricing for a 60-month period; payments to be made annually to the successful bidder in alignment with the City budget. Prices below reflect the annual cost and the total cost for a 60-month period.

Funds are budgeted in the Equipment Management Fund for this purchase.

The four bids are listed below:

ANNUAL COST TOTAL COST/

**BIDDER** 

BorderLAN, Inc., San Marcos, CA	\$58,548	\$292,740
Charity IT, Long Beach, CA	\$65,040	\$325,200
Howard Technology Solutions Ellisville, MS	\$73,440	\$367,200
Hypertec Direct, Tempe, AZ	\$103,836	\$519,180

Staff finds the low bid submitted by BorderLAN, Inc. from San Marcos, California for \$292,740 to be acceptable.



**MEETING DATE:** 12/16/2020 Consent – Bids af.

TO: Honorable Mayor and City Council

**FROM:** Nick Fidler, Public Works Director

**DATE:** 9/17/2020

WARD: Ward 2

**SUBJECT:** Accept bid and approve contract with NR Development, Inc.

(\$329,500), for the Street Lighting Improvements Oleander Avenue

from California Avenue to Brundage Lane.

#### STAFF RECOMMENDATION:

Staff recommends acceptance of low bid and approval of contract.

#### **BACKGROUND:**

This project consists of street lighting improvements on Oleander Avenue from California Avenue to Brundage Lane. The existing lighting system is beyond repair and rapidly deteriorating, outdated and is currently functioning on a Direct Current (DC) system which makes it costly for maintenance and repairs. This project is separated into multiple phases which will be performed by the Contractor and City staff.

The work to be performed consists, in general, of three phases. Phase One, which will be performed by the Contractor, shall furnish and install conduit, pull boxes and foundations for both the new street light poles as well as the pedestal cabinets. Phase Two, which is not part of this contract, will be performed by City forces, and shall furnish and install the service pedestal and controls, conductors, splicing, light poles and luminaires. Phase Three, which is part of this contract, will be performed by the Contractor, and shall not begin until the new lighting system is operational; and shall consist of removing, delivering and unloading the old light poles to the City Storage Facility located at 2000 South Union Avenue, removing and disposing of old pull boxes, pole foundations, conductors, conduit to 12" below grade and repair sidewalks damaged by the project.

This project is funded through the Community Development Block Grant (CDBG) program of the Federal Department of Housing and Urban Development (HUD).

The Engineer's Estimate for this project was \$369,000, which consisted of both Phase 1 and Phase 3 work.

On October 20, 2020, a total of four (4) bids were received. All four of those bids are

acceptable. Those acceptable bids are as follows:

NR Development, Inc. 12307 Woodruff Avenue Downey, CA 90241	in the amount of	\$329,500.00
Fortte Construction, Inc. 8251 La Palma Avenue #377 Buena Park, CA 90620	in the amount of	\$350,293.00
Servitek Electric, Inc. 618 Brea Canyon Road City of Industry, CA 91789	in the amount of	\$356,946.00
Global Diversified Voltage Services 633 W. 5th Street, Suite #2635 Los Angeles, CA 90071	in the amount of	\$1,889,688.54

Since this project is funded through CDBG grant funds, there is no General Fund impact associated with this award. Sufficient funds are budgeted for the award of this contract.

#### **ATTACHMENTS:**

	Description	Туре
D	Construction Projects Agreement	Agreement

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AGREE	ACNIT NI/	~
4:	MENI BIL	.1

## **CONSTRUCTION PROJECTS AGREEMENT**

This <b>CONSTRUCTION</b>	PROJECTS AGREEMENT	("Agreement")	is made and
entered into on	("Effective Da	te"), by and betv	veen the <b>CITY</b>
OF BAKERSFIELD, a municip	al corporation ("CITY"),	and NR DEVELOP	MENT, INC., a
California Corporation. ("C			

#### RECITALS

**WHEREAS,** CONTRACTOR represents that CONTRACTOR is experienced and well qualified in the field of construction; and

WHEREAS, CONTRACTOR has conducted a thorough site inspection; and

WHEREAS, CITY desires to retain CONTRACTOR to construct the Street Lighting Improvements: Oleander Avenue from California Avenue to Brundage Lane ("Project"), as set forth herein, part of which is not paid for with federal funds.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree as follows:

## 1. SCOPE OF WORK.

- 1.1. In exchange for the Compensation (defined below), CONTRACTOR must perform the work outlined in the Special Provisions for the Project ("Scope of Work"). The Scope of Work shall include all items and procedures necessary to properly complete the task CONTRACTOR has been hired to perform, whether specifically included in the Scope of Work or not. The following documents are incorporated herein as if fully set forth:
  - Notice to Contractors
  - Special Provisions
  - Bid Proposal
  - Bidder's Bond
  - Performance Bond
  - Material and Labor Bond
  - Letters of transmittal, if any
  - All provisions required by law to be inserted in this Agreement whether actually inserted or not

- Current State of California DAS 140 Form (if required by Specifications)
- Drawings, if any
- Public Contract Code § 22300 (Escrow Accounts)
- Current State of California DIR PWC 100 Form
- Required Federal-Aid Contract Language (Exhibit 12-G) (if Project Federally Funded)
- Required Contract Provisions Federal-Aid Contracts (Form FHWA1273, Exhibit 12-G) (if Project Federally Funded)
- Subcontracting Request Form (Exhibit 16-B, LAPM) (if Project Federally Funded)
- Prevailing Wage Rates (Davis-Bacon) (if Project Federally Funded)
- Title VI Assurances and Appendices (if Project Federally Funded)
- 1.2. If CITY is receiving federal-aid for the construction of all or a portion of the Project, CONTRACTOR must physically incorporate all federally required contract provisions, including Form FHWA-1273, in their various subcontracts and purchase orders for the federally funded portions of this Project. CONTRACTOR acknowledges that failure to incorporate Form FHWA-1273 into those subcontracts and purchase orders will jeopardize CITY's eligibility for federal-aid funding. In the event of noncompliance in regards to this requirement, CONTRACTOR will be required to correct the noncompliance. CITY will withhold payment for subcontracted work involved with the noncompliance from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of this Agreement.

# 2. <u>COMPENSATION/PAYMENT PROCEDURE</u>.

- 2.1. Subject to the conditions of this section, CITY will pay CONTRACTOR for performing the Scope of Work as defined in the Bid Proposal and in accordance with the Special Provisions applicable to this Project, in an amount not to exceed Three Hundred Twenty Nine Thousand, **Five** Hundred **Dollars** and Zero Cents (\$329,500.00) ("Compensation"). The Compensation shall be the total compensation under this Agreement including, but not limited to, all out-of-pocket costs and taxes. CITY will pay no other compensation to CONTRACTOR.
- 2.2. For projects falling under Title 49 Code of Federal Regulations (CFR) Part 26.29, CITY shall not require the withholding of any retention from

CONTRACTOR. CONTRACTOR agrees that it will not cause retention to be withheld from subcontractors working under this Agreement which are subject to the provisions of 49 CFR Part 26.29. For projects, or any severable parts of a project under Federal law, which do not fall under 49 CFR Part 26.29, CITY shall retain ten percent from payments to CONTRACTOR, unless otherwise prohibited by law.

- scheduling. When required by CITY in contract bid documents, or upon reasonable notice, CONTRACTOR shall supply CITY with scheduling documents showing all information in a form requested by CITY. CONTRACTOR's scheduling personnel shall have experience in and be knowledgeable in scheduling. CITY may require CONTRACTOR to supply the schedule on programs named by CITY (Microsoft Project, for example), and may require those schedules to be undated or revised on a regular basis. CITY may require recovery schedules if CONTRACTOR falls behind the Project schedule. CITY's review or comment on the schedule shall not constitute acceptance thereof.
- 4. <u>STARTING WORK.</u> CONTRACTOR shall not begin work until authorized to do so in writing by CITY. No work will be authorized before the Effective Date.

## 5. <u>TERMINATION</u>.

- 5.1. This Agreement may be terminated as set forth in the Special Provisions for this Project. If no termination clauses are included in the Special Provisions, this Agreement may be terminated for CONTRACTOR default. The following circumstances shall be deemed a CONTRACTOR default:
  - 5.1.1. A material breach of the contract where CONTRACTOR fails to cure the breach within fen days after CITY provides notice of the breach; provided, however, if the breach cannot reasonably be cured within ten days, CONTRACTOR must have taken significant steps to cure the breach including, without limitation, providing a written plan acceptable to CITY to cure the default and immediately beginning to cure the default;
  - 5.1.2. CONTRACTOR's violation of any law, statute, regulation, rule, ordinance, permit or order of any governmental agency applicable to the Project if CONTRACTOR does not cure the violation within ten days after CITY provides notice of the violation and demands a cure;
  - 5.1.3. CONTRACTOR makes an assignment for benefit of creditors, admits an inability to pay debts, files a petition in bankruptcy

or is otherwise determined bankrupt or insolvent; and

- 5.1.4. CONTRACTOR fails to adequately respond in writing to CITY's written demand for adequate assurances within ten days with all necessary information to assure CITY that CONTRACTOR has the financial and other necessary resources to perform the contract without breach. CONTRACTOR's failure to provide all information requested by CITY will be a material breach of this Agreement.
- 5.2. In the event of termination by CITY as set forth above, CONTRACTOR shall remain fully liable for any work not completed, liquidated damages (as set forth in the Special Provisions), delays by follow up contractors. materials. and equipment provided. commenced through the date of termination, and consequential damages. CONTRACTOR will immediately deliver to CITY possession of the work including all designs, engineering, project records, cost data, drawing specifications and contracts, and construction supplies and aids dedicated solely to performing the work. CONTRACTOR shall assign all subcontracts to CITY; however, CITY may accept or reject those subcontracts at its sole discretion.
- 5.3. Should CITY's termination for cause be determined by a court of law to be wrongful or without cause, such termination will be treated as a termination for convenience entitling CONTRACTOR to an equitable settlement for claims and liabilities outstanding at the date of termination and reasonable compensation for work actually performed to the date of termination. No other Compensation shall be due CONTRACTOR for termination for convenience.
- 6. COMPLIANCE WITH ALL LAWS. CONTRACTOR shall, at CONTRACTOR's sole cost, comply with all of the requirements of Municipal, State, and Federal authorities now in force, or which may hereafter be in force, pertaining to this Agreement, and shall faithfully observe in all activities relating to or growing out of this Agreement all Municipal ordinances and State and Federal statutes, rules or regulations, and permitting requirements now in force or which may hereafter be in force including, without limitation, obtaining a City of Bakersfield business fax certificate (Bakersfield Municipal Code Chapter 5.02) where required.
- 7. INDEPENDENT CONTRACTOR. This Agreement calls for CONTRACTOR's performance of the Scope of Work as an independent contractor. CONTRACTOR is not an agent or employee of the CITY for any purpose and is not entitled to any of the benefits provided by CITY to its employees. This Agreement shall not be construed as forming a partnership or any other

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Page 4 of 12

- association with CONTRACTOR other than that of an independent contractor.
- **8. <u>DIRECTION.</u>** CONTRACTOR retains the right to control or direct the manner in which the services described herein are performed.
- **9. EQUIPMENT.** CONTRACTOR will supply all equipment, tools, materials and supplies necessary to perform the services under this Agreement.
- 10. LICENSES. CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits and approvals which are legally required for CONTRACTOR to practice its profession and perform the Scope of Work. If CONTRACTOR is a corporation, at least one officer or key employee shall hold the required licenses or professional degrees. If CONTRACTOR is a partnership, at least one partner shall hold the required licensees or professional degrees.
- 11. <u>STANDARD OF PERFORMANCE</u>. 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.
- SB 854 COMPLIANCE. To the extent Labor Code Section 1771.1 applies to 12. this Agreement, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, be subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. The prime contractor is required to post job site notices in compliance with Title 8 California Code of Regulations Section 16451. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- 13. NO WAIVER OF DEFAULT. The failure of any party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Agreement.
- 14. **INSURANCE AND SECURITY.**

14.1. Types and Limits of Insurance. In addition to any other insurance or

security required under this Agreement, CONTRACTOR must procure and maintain, for the duration of this Agreement, the types and limits of insurance below ("Basic Insurance Requirements").

- 14.1.1. <u>Automobile liability insurance</u>, providing coverage for owned, non-owned, and hired autos on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than \$1,000,000 per occurrence.
- 14.1.2. Commercial general liability insurance, unless otherwise approved by CITY's Risk Manager, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than \$1,000,000 per occurrence. The policy must:
  - **14.1.2.1.** Provide contractual liability coverage for the terms of this Agreement;
  - **14.1.2.2.** Provide products and completed operations coverage;
  - 14.1.2.3. Provide premises, operations, and mobile equipment coverage; and
  - **14.1.2.4.** Contain an additional insured endorsement in favor of CITY and its mayor, council, officers, agents, employees, and designated volunteers.
- 14.1.3. Workers' compensation insurance with limits of not less than \$1,000,000 per occurrence. In accordance with the provisions of Labor Code Section 3700, every contractor will be required to secure the payment of compensation to his employees. Pursuant to Labor Code Section 1861, CONTRACTOR must submit to CITY the following certification before beginning any work on the Improvements:

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

the work of this contract.

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

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

# 14.2. General Provisions Applying to All Insurance Types.

- 14.2.1. All policies required of CONTRACTOR must be written on a first-dollar coverage basis, or contain a deductible provision. Subject to CITY's advance approval, CONTRACTOR may utilize a self-insured retention in any or all of the policies provided, but the policy or policies may not contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured or by any means including other insurance or which is intended to defeat the intent or protection of an additional insured.
- 14.2.2. All policies required of CONTRACTOR must be primary insurance as to CITY and its mayor, council, officers, agents, employees, or designated volunteers and any insurance or self-insurance maintained by CITY and its mayor, council, officers, agents, employees, and designated volunteers must be excess of CONTRACTOR's insurance and must not contribute with it.
- 14.2.3. The insurance required above, except for workers' compensation insurance, must be placed with insurers with a Best's rating as approved by CiTy's Risk Manager, but in no event less than A-:VII. Any deductibles, self-insured retentions, or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Best's A-:VII, must be declared prior to execution of this Agreement and approved by CITY in writing.
- 14.2.4. The insurance required in this section must be maintained until the Scope of Work is satisfactorily completed as evidenced by CITY's written acceptance. All policies must provide that there will be continuing liability thereon.

notwithstanding any recovery on any policy.

- 14.2.5. Full compensation for all premiums which the CONTRACTOR is required to pay to satisfy the Basic Insurance Requirements shall be considered as included in the prices paid for the performance of the Scope of Work, and no additional allowance will be made therefor or for additional premiums which may be required by extensions of the policies of insurance.
- 14.2.6. It is further understood and agreed by CONTRACTOR that its liability to CITY will not in any way be limited to or affected by the amount of insurance obtained and carried by CONTRACTOR in connection with this Agreement.
- 14.2.7. Unless otherwise approved by CITY, if any part of the Scope of Work is subcontracted, the Basic Insurance Requirements must be provided by, or on behalf of, all subcontractors even if CITY has approved lesser insurance requirements for CONTRACTOR, and all subcontractors must agree in writing to be bound by the provisions of this section.
- 14.3. <u>Security</u>. CONTRACTOR shall provide performance and labor and material security in amounts and in a form suitable to CITY. CITY shall approve in writing all such security instruments before CONTRACTOR begins to perform the Scope of Work.
- 15. THIRD PARTY CLAIMS. In the case of public works contracts, CITY will timely notify CONTRACTOR of third party claims relating to this Agreement. CITY shall be allowed to recover from CONTRACTOR, and CONTRACTOR shall pay on demand, all costs of notification.
- 16. INDEMNITY. CONTRACTOR shall indemnify, defend, and hold harmless CITY and CITY's officers, agents and employees against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by CONTRACTOR or CONTRACTOR's employees, agents, independent contractors, companies, or subcontractors in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by a party indemnified hereunder, except for CITY's sole active negligence or willful misconduct.
- 17. REMEDIES. The remedies provided in this Agreement are cumulative and are in addition to any other remedies in law or equity which may be

available to CITY. The election of one or more remedies shall not bar the use of other remedies unless the circumstances make the remedies incompatible.

- 18. <u>SITE INSPECTION</u>. CITY shall be allowed to inspect the construction site at any time and CONTRACTOR shall make all areas of the construction site available to inspection including, without limitation, any construction trailers or offices at the site and all plans, drawings, documents, schedules, photographs and other documentation relating to the Project.
- 19. STOP NOTICES OR LIENS. CONTRACTOR shall not allow any stop notices or liens to be filed on the Project and shall pay all costs and fees to CITY, including without limitation attorney's fees, incurred by CITY because of the filing of any such stop notice, lien or legal action relating thereto. CONTRACTOR agrees that CITY may withhold from any funds held by CITY concerning CONTRACTOR's performance of the Scope of Work amounts sufficient to cover costs and fees, including without limitation attorney's fees, incurred by CITY because of the filing of any stop notice, lien, or legal action relating thereto.
- ASSIGNMENT. Neither this Agreement nor any rights, interests, duties, liabilities, obligations or responsibilities arising out of, concerning or related in any way to this Agreement (including, but not limited to, accounts, actions, causes of action, claims, damages, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive damages, or declaratory, equitable or injunctive relief, whether based on contract, equity, tort or other theories of recovery provided for by the common or statutory law) may be assigned or transferred by any party. Any such assignment is prohibited, and shall be unenforceable and otherwise null and void without the need for further action by the non-assigning party or parties.
- 21. ACCOUNTING RECORDS. CONTRACTOR shall maintain accurate accounting records and other written documentation pertaining to all costs incurred in performance of this Agreement. Such records and documentation shall be kept at CONTRACTOR's office during the term of this Agreement, and for a period of three years from the date of the final payment hereunder, and made available to CITY representatives upon request at any time during regular business hours.
- **22. BINDING EFFECT.** The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the Agreement and their heirs, administrators, executors, personal representatives, successors and assigns.

- **CORPORATE AUTHORITY.** Each individual signing this Agreement on behalf of entities represents and warrants that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.
- 24. <u>COUNTERPARTS</u>. This Agreement may be executed in any number of counterparts, each of which shall be considered as an original and be effective as such.
- **25. EXECUTION.** This Agreement is effective upon execution. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.
- 26. <u>EXHIBITS</u>. In the event of a conflict between the terms, conditions or specifications set forth in this Agreement and those in exhibits attached hereto, the terms, conditions, or specifications set forth in this Agreement shall prevail. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached.
- 27. <u>FURTHER ASSURANCES</u>. Each party shall execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.
- 28. GOVERNING LAW. The laws of the State of California will govern the validity of this Agreement and its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in Kern County, California.
- 29. <u>INTERPRETATION</u>. Whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural.
- 30. MERGER AND MODIFICATION. This Agreement sets forth the entire agreement between the parties and supersedes all other oral or written representations. This Agreement may be modified only in a writing approved and signed by all the parties. If any modification of this Agreement results in total Compensation which exceeds \$40,000, the modification must be approved by the City Council.
- 31. No CITY officer or employee shall hold any interest in this Agreement (California Government Code section 1090).
- 32. NOTICES. All notices relative to this Agreement shall be given in writing and

shall be personally served or sent by certified or registered mail and be effective upon actual personal service or depositing in the United States mail. The parties shall be addressed as follows, or at any other address designated by notice:

CITY:

**CITY OF BAKERSFIELD** 

CITY HALL

1600 Truxtun Avenue

Bakersfield, California 93301

CONTRACTOR:

NR DEVELOPMENT, INC.

Narek Nadzharyan

12307 Woodruff Avenue

Downey, CA 90241

- 33. RESOURCE ALLOCATION. All CITY obligations under the terms of this Agreement are subject to the appropriation and allocation of resources by the City Council.
- 34. <u>TITLE TO DOCUMENTS</u>. All documents, plans, and drawings, maps, photographs, and other papers, or copies thereof prepared by CONTRACTOR pursuant to the terms of this Agreement, shall, upon preparation, become CITY property.
- 35. CONTRACTOR'S LICENSE INFORMATION.

License Number Expiration Date

1002389

03/21/2021

License Classification

B - General Building Contractor

A – General Engineering Contractor

C36 - Plumbing

36. TAX NUMBERS.

CONTRACTOR's Federal Tax ID Number <u>47-3718330</u>

CONTRACTOR is a corporation? Yes <u>x</u> 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	"CONTRACTOR"  DR DEVELOPMENT, INC.
By: KAREN GOH Mayor	By: North Naddorgan.
APPROVED AS TO FORM: VIRGINIA GENNARO City Attorney	Title: President
By:(NAME & TITLE)	
Insurance:	
APPROVED AS TO CONTENT: PUBLIC WORKS DEPARTMENT	
NICK FIDLER Public Works Director	
COUNTERSIGNED:	
RANDY MCKEEGAN Finance Director	



# **ADMINISTRATIVE REPORT**

**MEETING DATE**: 12/16/2020 Consent – Bids ag.

TO: Honorable Mayor and City Council

**FROM:** Nick Fidler, Public Works Director

**DATE:** 12/1/2020

**WARD:** Ward(s) 1, 2, 6, 7

**SUBJECT:** Accept bid and approve contract with Crosstown Electrical & Data, Inc.

(\$708,043.80), for the project Traffic Signal Interconnect on Hosking Avenue between Stine Road and South H Street, Akers Road between Hosking Avenue and Panama Lane, and Brundage Lane between H

Street and P Street.

#### STAFF RECOMMENDATION:

Staff recommends acceptance of low bid and approval of contract.

#### **BACKGROUND:**

This proposed project will install traffic signal interconnect equipment and fiber optic wiring along Hosking Avenue between Stine Road and South H Street, Akers Road between Hosking Avenue and Panama Lane, and Brundage Lane between H Street and P Street. With this new interconnect installed, traffic signal timing along these segments can be optimized to improve traffic flow and improve air quality by reducing vehicle pollutants.

This project is 88.53 percent federally funded through the Congestion Mitigation and Air Quality Program and 11.47 percent locally funded with Gas Tax funds. The engineer's estimate for this construction contract was \$777,019.

On December 1, 2020, a total of five bids were received. All five bids are complete and considered responsive. The acceptable bids are as follow:

Crosstown Electrical & Data, Inc. \$708,043.80

Irwindale, CA 91706

\$718,556.00

DBX, Inc.

42024 Avenida Alvarado, Ste A

Temecula, CA 92590

Pavletich Electric & Comm., Inc. \$728,101.11 6308 Seven Seas Ave.

Bakersfield, CA 93308

Fortte Construction, Inc \$755,834.25

Buena Park, CA 90621

Servitek Electric, Inc. 618 Brea Canyon Rd, Ste I \$857,336.38

Industry, CA 91789

Sufficient funds are budgeted to award the contract.

#### **ATTACHMENTS:**

Description Type

Construction Projects Agreement
 Agreement

A	G	RE	E	M	E	N	T	١	J	0	١.	

#### **CONSTRUCTION PROJECTS AGREEMENT**

This CONSTRUCTION PROJECTS AGREEMENT is made and entered into on \_\_\_\_\_\_, by and between the CITY OF BAKERSFIELD, a municipal corporation ("CITY"), and CROSSTOWN ELECTRICAL & DATA, INC., (a California Corporation) ("CONTRACTOR").

#### RECITALS

**WHEREAS**, CONTRACTOR represents that CONTRACTOR is experienced and well qualified in the field of construction; and

WHEREAS, CONTRACTOR has conducted a thorough site inspection; and

WHEREAS, CITY desires to retain CONTRACTOR to construct the Traffic Signal Interconnect: Hosking Avenue between Stine Road and South H Street; Akers Road between Hosking Avenue and Panama Lane; and Brundage Lane between H Street and P Street("Project"), as set forth herein, part or all of which is paid for with federal funds.

**NOW, THEREFORE,** incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree as follows:

## 1. SCOPE OF WORK.

- 1.1. In exchange for the Compensation (defined below), CONTRACTOR must perform the work outlined in the Special Provisions for the Project ("Scope of Work"). The Scope of Work shall include all items and procedures necessary to properly complete the task CONTRACTOR has been hired to perform, whether specifically included in the Scope of Work or not. The following documents are incorporated herein as if fully set forth:
  - Notice to Contractors
  - Special Provisions
  - Bid Proposal
  - Bidder's Bond
  - Performance Bond
  - Material and Labor Bond
  - > Letters of transmittal, if any

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- All provisions required by law to be inserted in this Agreement whether actually inserted or not
- Current State of California DAS 140 Form (if required by Specifications)
- Drawings, if any
- Public Contract Code § 22300 (Escrow Accounts)
- Current State of California DIR PWC 100 Form
- Required Federal-Aid Contract Language (Exhibit 12-G) (if Project Federally Funded)
- Required Contract Provisions Federal-Aid Contracts (Form FHWA1273, Exhibit 12-G) (if Project Federally Funded)
- Subcontracting Request Form (Exhibit 16-B, LAPM) (if Project Federally Funded)
- Prevailing Wage Rates (Davis-Bacon) (if Project Federally Funded)
- Title VI Assurances and Appendices (if Project Federally Funded)
- 1.2. If CITY is receiving federal-aid for the construction of all or a portion of the Project, CONTRACTOR must physically incorporate all federally required contract provisions, including Form FHWA-1273, in their various subcontracts and purchase orders for the federally funded portions of this Project. CONTRACTOR acknowledges that failure to incorporate Form FHWA-1273 into those subcontracts and purchase orders will jeopardize CITY's eligibility for federal-aid funding. In the event of noncompliance in regards to this requirement, CONTRACTOR will be required to correct the noncompliance. CITY will withhold payment for subcontracted work involved with the noncompliance from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of this Agreement.

#### 2. COMPENSATION/PAYMENT PROCEDURE.

2.1. Subject to the conditions of this section, CITY will pay CONTRACTOR for performing the Scope of Work as defined in the Bid Proposal and in accordance with the Special Provisions applicable to this Project, in an amount not to exceed Seven Hundred Eight Thousand, Forty Three Dollars and Eighty Cents (\$708,043.80). The Compensation shall be the total compensation under this Agreement including, but not limited to, all out-of-pocket costs and taxes. CITY will pay no other compensation to CONTRACTOR.

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- 2.2. For projects falling under Title 49 Code of Federal Regulations (CFR) Part 26.29, CITY shall not require the withholding of any retention from CONTRACTOR. CONTRACTOR agrees that it will not cause retention to be withheld from subcontractors working under this Agreement which are subject to the provisions of 49 CFR Part 26.29. For projects, or any severable parts of a project under Federal law, which do not fall under 49 CFR Part 26.29, CITY shall retain ten percent from payments to CONTRACTOR, unless otherwise prohibited by law.
- 3. <u>SCHEDULING</u>. When required by CITY in contract bid documents, or upon reasonable notice, CONTRACTOR shall supply CITY with scheduling documents showing all information in a form requested by CITY. CONTRACTOR's scheduling personnel shall have experience in and be knowledgeable in scheduling. CITY may require CONTRACTOR to supply the schedule on programs named by CITY (Microsoft Project, for example), and may require those schedules to be undated or revised on a regular basis. CITY may require recovery schedules if CONTRACTOR falls behind the Project schedule. CITY's review or comment on the schedule shall not constitute acceptance thereof.
- **STARTING WORK.** CONTRACTOR shall not begin work until authorized to do so in writing by CITY. No work will be authorized before the Effective Date.

#### 5. TERMINATION.

- 5.1. This Agreement may be terminated as set forth in the Special Provisions for this Project. If no termination clauses are included in the Special Provisions, this Agreement may be terminated for CONTRACTOR default. The following circumstances shall be deemed a CONTRACTOR default:
  - 5.1.1. A material breach of the contract where CONTRACTOR fails to cure the breach within ten days after CITY provides notice of the breach; provided, however, if the breach cannot reasonably be cured within ten days, CONTRACTOR must have taken significant steps to cure the breach including, without limitation, providing a written plan acceptable to CITY to cure the default and immediately beginning to cure the default;
  - 5.1.2. CONTRACTOR's violation of any law, statute, regulation, rule, ordinance, permit or order of any governmental agency applicable to the Project if CONTRACTOR does not cure the violation within ten days after CITY provides notice of the violation and demands a cure;

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- **5.1.3.** CONTRACTOR makes an assignment for benefit of creditors, admits an inability to pay debts, files a petition in bankruptcy or is otherwise determined bankrupt or insolvent; and
- 5.1.4. CONTRACTOR fails to adequately respond in writing to CITY's written demand for adequate assurances within ten days with all necessary information to assure CITY that CONTRACTOR has the financial and other necessary resources to perform the contract without breach. CONTRACTOR's failure to provide all information requested by CITY will be a material breach of this Agreement.
- 5.2. In the event of termination by CITY as set forth above, CONTRACTOR shall remain fully liable for any work not completed, liquidated damages (as set forth in the Special Provisions), delays by follow up provided. contractors. materials and equipment commenced through the date of termination, and consequential damages. CONTRACTOR will immediately deliver to CITY possession of the work including all designs, engineering, project records, cost data, drawing specifications and contracts, and construction supplies and aids dedicated solely to performing the work. CONTRACTOR shall assign all subcontracts to CITY; however, CITY may accept or reject those subcontracts at its sole discretion.
- 5.3. Should CITY's termination for cause be determined by a court of law to be wrongful or without cause, such termination will be treated as a termination for convenience entitling CONTRACTOR to an equitable settlement for claims and liabilities outstanding at the date of termination and reasonable compensation for work actually performed to the date of termination. No other Compensation shall be due CONTRACTOR for termination for convenience.
- 6. COMPLIANCE WITH ALL LAWS. CONTRACTOR shall, at CONTRACTOR's sole cost, comply with all of the requirements of Municipal, State, and Federal authorities now in force, or which may hereafter be in force, pertaining to this Agreement, and shall faithfully observe in all activities relating to or growing out of this Agreement all Municipal ordinances and State and Federal statutes, rules or regulations, and permitting requirements now in force or which may hereafter be in force including, without limitation, obtaining a City of Bakersfield business tax certificate (Bakersfield Municipal Code Chapter 5.02) where required.
- 7. <u>INDEPENDENT CONTRACTOR</u>. 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

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Agreement shall not be construed as forming a partnership or any other association with CONTRACTOR other than that of an independent contractor.

- **8. <u>DIRECTION.</u>** CONTRACTOR retains the right to control or direct the manner in which the services described herein are performed.
- **9. EQUIPMENT.** CONTRACTOR will supply all equipment, tools, materials and supplies necessary to perform the services under this Agreement.
- 10. <u>LICENSES</u>. CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits and approvals which are legally required for CONTRACTOR to practice its profession and perform the Scope of Work. If CONTRACTOR is a corporation, at least one officer or key employee shall hold the required licenses or professional degrees. If CONTRACTOR is a partnership, at least one partner shall hold the required licensees or professional degrees.
- 11. **STANDARD OF PERFORMANCE.** The Scope of Work shall be performed in conformity with all legal requirements and industry standards observed by a specialist of CONTRACTOR's profession in California.
- 12. **SB 854 COMPLIANCE.** To the extent Labor Code Section 1771.1 applies to this Agreement, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, be subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. The prime contractor is required to post job site notices in compliance with Title 8 California Code of Regulations Section 16451. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- 13. <u>NO WAIVER OF DEFAULT</u>. The failure of any party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Agreement.
- 14. **INSURANCE AND SECURITY**.

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- **14.1. Types and Limits of Insurance.** In addition to any other insurance or security required under this Agreement, CONTRACTOR must procure and maintain, for the duration of this Agreement, the types and limits of insurance below ("Basic Insurance Requirements").
  - **Automobile liability insurance**, providing coverage for owned, non-owned, and hired autos on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than \$1,000,000 per occurrence.
  - 14.1.2. <u>Commercial general liability insurance</u>, unless otherwise approved by CITY's Risk Manager, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than \$1,000,000 per occurrence. The policy must:
    - **14.1.2.1.** Provide contractual liability coverage for the terms of this Agreement;
    - **14.1.2.2.** Provide products and completed operations coverage;
    - **14.1.2.3.** Provide premises, operations, and mobile equipment coverage; and
    - **14.1.2.4.** Contain an additional insured endorsement in favor of CITY and its mayor, council, officers, agents, employees, and designated volunteers.
  - 14.1.3. Workers' compensation insurance with limits of not less than \$1,000,000 per occurrence. In accordance with the provisions of Labor Code Section 3700, every contractor will be required to secure the payment of compensation to his employees. Pursuant to Labor Code Section 1861, CONTRACTOR must submit to CITY the following certification before beginning any work on the Improvements:

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

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provisions before commencing the performance of the work of this contract.

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

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

#### 14.2. General Provisions Applying to All Insurance Types.

- 14.2.1. All policies required of CONTRACTOR must be written on a first-dollar coverage basis, or contain a deductible provision. Subject to CITY's advance approval, CONTRACTOR may utilize a self-insured retention in any or all of the policies provided, but the policy or policies may not contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured or by any means including other insurance or which is intended to defeat the intent or protection of an additional insured.
- 14.2.2. All policies required of CONTRACTOR must be primary insurance as to CITY and its mayor, council, officers, agents, employees, or designated volunteers and any insurance or self-insurance maintained by CITY and its mayor, council, officers, agents, employees, and designated volunteers must be excess of CONTRACTOR's insurance and must not contribute with it.
- 14.2.3. The insurance required above, except for workers' compensation insurance, must be placed with insurers with a Best's rating as approved by CITY's Risk Manager, but in no event less than A-:VII. Any deductibles, self-insured retentions, or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Best's A-:VII, must be declared prior to execution of this Agreement and approved by CITY in writing.
- **14.2.4.** The insurance required in this section must be maintained until the Scope of Work is satisfactorily completed as

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- evidenced by CITY's written acceptance. All policies must provide that there will be continuing liability thereon, notwithstanding any recovery on any policy.
- 14.2.5. Full compensation for all premiums which the CONTRACTOR is required to pay to satisfy the Basic Insurance Requirements shall be considered as included in the prices paid for the performance of the Scope of Work, and no additional allowance will be made therefor or for additional premiums which may be required by extensions of the policies of insurance.
- 14.2.6. It is further understood and agreed by CONTRACTOR that its liability to CITY will not in any way be limited to or affected by the amount of insurance obtained and carried by CONTRACTOR in connection with this Agreement.
- 14.2.7. Unless otherwise approved by CITY, if any part of the Scope of Work is subcontracted, the Basic Insurance Requirements must be provided by, or on behalf of, all subcontractors even if CITY has approved lesser insurance requirements for CONTRACTOR, and all subcontractors must agree in writing to be bound by the provisions of this section.
- **14.3. Security.** CONTRACTOR shall provide performance and labor and material security in amounts and in a form suitable to CITY. CITY shall approve in writing all such security instruments before CONTRACTOR begins to perform the Scope of Work.
- **THIRD PARTY CLAIMS.** In the case of public works contracts, CITY will timely notify CONTRACTOR of third party claims relating to this Agreement. CITY shall be allowed to recover from CONTRACTOR, and CONTRACTOR shall pay on demand, all costs of notification.
- 16. INDEMNITY. CONTRACTOR shall indemnify, defend, and hold harmless CITY and CITY's officers, agents and employees against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by CONTRACTOR or CONTRACTOR's employees, agents, independent contractors, companies, or subcontractors in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by a party indemnified hereunder, except for CITY's sole active negligence or willful misconduct.

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- 17. **REMEDIES.** The remedies provided in this Agreement are cumulative and are in addition to any other remedies in law or equity which may be available to CITY. The election of one or more remedies shall not bar the use of other remedies unless the circumstances make the remedies incompatible.
- 18. <u>SITE INSPECTION</u>. CITY shall be allowed to inspect the construction site at any time and CONTRACTOR shall make all areas of the construction site available to inspection including, without limitation, any construction trailers or offices at the site and all plans, drawings, documents, schedules, photographs and other documentation relating to the Project.
- 19. STOP NOTICES OR LIENS. CONTRACTOR shall not allow any stop notices or liens to be filed on the Project and shall pay all costs and fees to CITY, including without limitation attorney's fees, incurred by CITY because of the filing of any such stop notice, lien or legal action relating thereto. CONTRACTOR agrees that CITY may withhold from any funds held by CITY concerning CONTRACTOR's performance of the Scope of Work amounts sufficient to cover costs and fees, including without limitation attorney's fees, incurred by CITY because of the filing of any stop notice, lien, or legal action relating thereto.
- 20. <u>ASSIGNMENT</u>. Neither this Agreement nor any rights, interests, duties, liabilities, obligations or responsibilities arising out of, concerning or related in any way to this Agreement (including, but not limited to, accounts, actions, causes of action, claims, damages, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive damages, or declaratory, equitable or injunctive relief, whether based on contract, equity, tort or other theories of recovery provided for by the common or statutory law) may be assigned or transferred by any party. Any such assignment is prohibited, and shall be unenforceable and otherwise null and void without the need for further action by the non-assigning party or parties.
- 21. ACCOUNTING RECORDS. CONTRACTOR shall maintain accurate accounting records and other written documentation pertaining to all costs incurred in performance of this Agreement. Such records and documentation shall be kept at CONTRACTOR's office during the term of this Agreement, and for a period of three years from the date of the final payment hereunder, and made available to CITY representatives upon request at any time during regular business hours.
- **22. BINDING EFFECT.** The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the Agreement and their heirs, administrators, executors, personal representatives, successors and

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assigns.

- **CORPORATE AUTHORITY.** Each individual signing this Agreement on behalf of entities represents and warrants that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.
- **24. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be considered as an original and be effective as such.
- **25. EXECUTION.** This Agreement is effective upon execution. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.
- **EXHIBITS.** In the event of a conflict between the terms, conditions or specifications set forth in this Agreement and those in exhibits attached hereto, the terms, conditions, or specifications set forth in this Agreement shall prevail. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached.
- **27. <u>FURTHER ASSURANCES.</u>** Each party shall execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.
- **28. GOVERNING LAW.** The laws of the State of California will govern the validity of this Agreement and its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in Kern County, California.
- **29. INTERPRETATION.** Whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural.
- **MERGER AND MODIFICATION.** This Agreement sets forth the entire agreement between the parties and supersedes all other oral or written representations. This Agreement may be modified only in a writing approved and signed by all the parties. If any modification of this Agreement results in total Compensation which exceeds \$40,000, the modification must be approved by the City Council.
- 31. **NON-INTEREST**. No CITY officer or employee shall hold any interest in this

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Agreement (California Government Code section 1090).

**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: CROSSTOWN ELECTRICAL & DATA, INC.

**5454 Diaz Street** 

Irwindale, California 91706

- **RESOURCE ALLOCATION.** All CITY obligations under the terms of this Agreement are subject to the appropriation and allocation of resources by the City Council.
- **TITLE TO DOCUMENTS.** All documents, plans, and drawings, maps, photographs, and other papers, or copies thereof prepared by CONTRACTOR pursuant to the terms of this Agreement, shall, upon preparation, become CITY property.
- 35. CONTRACTOR'S LICENSE INFORMATION.

License Number

Expiration Date

License Classification

T56309

11/30/2022

License Classification

C10 - Electrical

A - General Engineering

36. TAX NUMBERS.

CONTRACTOR's Federal Tax ID Number 22-3611877

CONTRACTOR is a corporation? Yes x No (Please check one.)

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**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed, as of the Effective Date.

"CITY" CITY OF BAKERSFIELD	"CONTRACTOR"  CROSSTOWN ELECTRICAL  & DATA, INC.
By: KAREN GOH Mayor	By: David Heermance
APPROVED AS TO FORM: VIRGINIA GENNARO City Attorney	Title: <u>President</u>
By: JOSHUA RUDNICK Deputy City Attorney	
Insurance:	
APPROVED AS TO CONTENT: PUBLIC WORKS DEPARTMENT	
By:	
COUNTERSIGNED:	
By:  RANDY MCKEEGAN  Finance Director	



# **ADMINISTRATIVE REPORT**

**MEETING DATE**: 12/16/2020 Consent – Miscellaneous ah.

TO: Honorable Mayor and City Council

**FROM:** Nick Fidler, Public Works Director

**DATE:** 10/28/2020

WARD:

**SUBJECT:** Review and acceptance of the Fiscal Year 2019-2020 Annual

Compliance Report for Bridge Crossings and Major Thoroughfare Fees

prepared in accordance with California Government Code §66006.

#### STAFF RECOMMENDATION:

Staff recommends making available to the public the Fiscal Year 2019-2020 Annual Compliance Report for Bridge Crossings and Major Thoroughfare Fees.

#### **BACKGROUND:**

Attached is the City's annual compliance report for Bridge Crossings and Major Thoroughfare Fees for the fiscal year ended June 30, 2020 prepared in accordance with California Government Code §66006.

A local ordinance may require the payment of a fee as a condition of approval of a final map or as a condition of issuing a building permit for purposes of defraying the actual or estimated cost of constructing bridges over waterways, railways, freeways, and canyons, or constructing major thoroughfares (GC §66484).

Government Code Section 66006 requires that the local agency shall, within 180 days after the last day of each fiscal year, make available to the public specific information as outlined in this Code Section. The attached annual compliance report provides this information.

After the public review period, the annual compliance report will be brought to the City Council at the January 6, 2021 meeting for review of the report. Pursuant to Government Code Section 66006, a local agency shall review the information made available to the public at the next regularly scheduled public meeting but not less than 15 days after this information is made available to the public. Therefore, no council action is required at today's meeting other than to make the information available to the public.

The report will be made available at:

**Public Works Administration Offices** 

City Hall South Annex Building 1501 Truxtun Avenue, 1st Floor Bakersfield, California 93301

## ATTACHMENTS:

Description

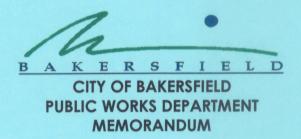
□ Blue Memo

□ FY 19-20 MBTA Compliance Report

Туре

Cover Memo

Backup Material



TO:

HONORABLE MAYOR AND COUNCILMEMBERS

FROM:

NICK FIDLER, PUBLIC WORKS DIRECTOR

DATE:

December 16, 2020

SUBJECT:

CONSENT CALENDAR AGENDA ITEMS - MISCELLANEOUS ah., ai., and

ak.

The subject of each of the above items is incorrect. The correct subject should read as follows:

- ah. Fiscal Year 2019-2020 Annual Compliance Report for Bridge Crossings and Major Thoroughfare Fees prepared in accordance with Californa Government Code § 66006.
- ai. Fiscal Year 2019-2020 Annual Compliance Report for Planned Drainage Area Fees prepared in accordance with California Government Code § 66006.
- ak. Fiscal Year 2019-2020 Annual Compliance Report for Transportation Impact Fees prepared in accordance with California Government Code §66006.



# **CITY OF BAKERSFIELD**

FISCAL YEAR 2019-2020

ANNUAL COMPLIANCE REPORT FOR BRIDGE AND MAJOR THOROUGHFARE DISTRICT FEES

Prepared in accordance with California Government Code §66006

# CITY OF BAKERSFIELD

# ANNUAL COMPLIANCE REPORT FOR BRIDGE AND MAJOR THOROUGHFARE DISTRICT FEES

# FY 2019-2020

# **City Council**

Karen Goh	Mayor
Eric Arias	Member/Ward 1
Andrae Gonzales	Member/Ward 2
Ken Weir	Member/Ward 3
Bob Smith	Member/Ward 4
Bruce Freeman	Member/Ward 5
Patty Gray	Member/Ward 6
Chris Parlier	Vice Mayor/Member/Ward 7

# **Administrative Personnel**

Christian Clegg	City Manager
Virginia Gennaro	City Attorney
Christopher Boyle	Development Services Director
Randy McKeegan	Finance Director
Anthony Galagaza	Fire Chief
Greg Terry	Police Chief
Nick Fidler	Public Works Director
Dianne Hoover	Director Recreation & Parks
Art Chianello	Water Resources Manager

# Annual Compliance Report for Bridge and Major Thoroughfare District Fees

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#### Introduction

A local ordinance may require the payment of a fee as a condition of approval of a final map or as a condition of issuing a building permit for purposes of defraying the actual or estimated cost of constructing bridges over waterways, railways, freeways, and canyons, or constructing major thoroughfares. (GC §66484)

Government Code Section 66006 requires that the local agency shall, within 180 days after the last day of each fiscal year, make available to the public specific information. The specific information to be made available to the public is summarized on Page 2 of this Report.

Pursuant to Government Code Section 66006, after the information contained in the Report is made available to the public, the Council shall review the information in the Report at the next regularly scheduled public meeting. However, the public meeting must occur not less than 15 days after the information contained in the Report is made available to the public.

There are six Bridge and Major Thoroughfare Districts (BMTD) within the metropolitan Bakersfield area subject to Government Code §66006:

- 1. Ashe Road bridge and major thoroughfare district (Ward 6) Ashe Road BMTD is to pay for the construction of one railroad crossing and two canal crossings on Ashe Road between the Southern Pacific Railroad (Buttonwillow/Asphalto branch) and Panama Lane.
- 2. Miramonte Drive-Chase Avenue planned major thoroughfare area (Ward 3) Miramonte-Chase BMTD is to pay for the extension of Miramonte Drive from the south Section line of Section 15, Township 29 South, Range 29 East, Mount Diablo Base and Meridian to Chase Avenue, and to construct two lanes on Chase Avenue from Miramonte Drive to Comanche Drive.
- 3. West Beltway planned major thoroughfare area (Ward 5) West Beltway BMTD is to pay for two lanes of the West Beltway to arterial standards from Ming Avenue to the Asphalto Railroad.
- 4. West Ming Kern River Canal bridge district (Ward 5) West Ming Kern River Canal bridge district was formed to pay for two local collector crossings over the Kern River Canal in the West Ming Specific Plan Area.
- 5. Taft Highway Farmers Canal Bridge District (Ward 6) this bridge district was formed as a condition of Resolution No. 50-12 to pay for the cost of widening the Farmers Canal crossing on Taft Highway.
- 6. East Panama Lane Central Canal (North Half) Bridge District (Ward 1) this bridge district was formed as a condition of approval for Zone Change 05-1507 and Vesting Tentative Tract Map 7029 to pay for the cost to widen the East Panama Lane Crossing of the Central Canal (North Half).

The amount of the fees collected and any interest earned in the above bridge crossing and major thoroughfare areas (MBTA) are separated into individual funds in accordance with California Government Code §66484(e) and Bakersfield Municipal Code §16.32.060(F)(3).

## **Annual Reporting Requirements**

Government Code Section 66006 (b) (1) sets forth the annual compliance reporting requirements as:

For each separate account or fund established pursuant to subdivision (a), the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:

- (A) A brief description of the type of fee in the account or fund.
- (B) The amount of the fee.
- (C) The beginning and ending balance of the account or fund.
- (D) The amount of the fees collected and the interest earned.
- (E) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.
- (F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.
- (G) A description of each inter-fund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an inter-fund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan.
- (H) The amount of refunds made pursuant to subdivision (e) of Section 66001 and any allocations pursuant to subdivision (f) of Section 66001.

As of the date of this report, no BMTD fees have been collected and no expenditures have been made for the Miramonte Drive-Chase Avenue MBTA. The only GC §66006(b) (1) reportable items for these MBTDs are:

Requirement A – Description of fee Requirement B - Amount of fee

## (A) Description of fee

- Prior to filing any final tract of parcel map or issuance of a building permit, fees
  may be assessed and collected pursuant to Section 66484 of the California
  Government Code for the purpose of defraying the actual or estimated costs of
  constructing bridge crossings or major thoroughfares identified in the
  transportation or flood control provisions of the circulation element of the
  Metropolitan Bakersfield 2010 General Plan. (BMC 16.32.060 (F)(1))
- Fees paid pursuant to this section shall be deposited in a planned bridge facility or major thoroughfare fund. A fund shall be established for each planned bridge facility project or each planned major thoroughfare project. If the benefit area is one in which more than one bridge is required to be constructed, a fund may be so established covering all of the bridge projects in the benefit area. Money in the fund shall be expended solely for the construction or reimbursement for construction of the improvement serving the area to be benefited and from which the fees comprising the fund were collected, or to reimburse the city for the cost of constructing the improvement. (BMC 16.32.060 (F)(3))

## (B) Amount of fee

Miramonte Drive-Chase Avenue Planned Major Thoroughfare Area

\$3,779,003 ÷ 1019.61 acres = \$3,706.32 / gross acre<sup>1</sup>

#### ASHE ROAD MAJOR BRIDGE AND THOROUGHFARE DISTRICT

#### (A) Description of fee

- Prior to filing any final tract of parcel map or issuance of a building permit, fees may be assessed
  and collected pursuant to Section 66484 of the California Government Code for the purpose of
  defraying the actual or estimated costs of constructing bridge crossings or major thoroughfares
  identified in the transportation or flood control provisions of the circulation element of the
  Metropolitan Bakersfield 2010 General Plan. (BMC 16.32.060 (F)(1))
- Fees paid pursuant to this section shall be deposited in a planned bridge facility or major thoroughfare fund. A fund shall be established for each planned bridge facility project or each planned major thoroughfare project. If the benefit area is one in which more than one bridge is required to be constructed, a fund may be so established covering all of the bridge projects in the benefit area. Money in the fund shall be expended solely for the construction or reimbursement for construction of the improvement serving the area to be benefited and from which the fees comprising the fund were collected, or to reimburse the city for the cost of constructing the improvement. (BMC 16.32.060 (F)(3))

#### (B) Amount of fee

• The fee is calculated by dividing the construction costs of the improvements by the number of equivalent dwelling units (EDU) within the MBTA boundaries<sup>1</sup>:

Ashe Road Major Bridge and Thoroughfare District Fee		
Year Fee per gross acre		
2019	\$790.00	
2020	\$790.00	

(C) Beginning and ending fund balance

Beginning Balance @ 7/1/19	\$ 7,022.88
Ending Balance @ 6/30/20	\$13,595.81

(D) Fees collected and interest earned

•	MTD fees	\$6	,397.47
•	Interest Earned	\$	160.46
•	Market Value Adjustment	\$	15.00

- (E) Public Improvements
  - N/A
- (F) Timing of projects
  - N/A
- (G) Interfund transfers/loans

N/A

- (H) Refunds
  - N/A

<sup>&</sup>lt;sup>1</sup> Resolution No. 67-89 is available at: <a href="http://lf/WebLink/0/doc/3732/Page1.aspx">http://lf/WebLink/0/doc/3732/Page1.aspx</a>

#### **WEST BELTWAY MAJOR THOROUGHFARE AREA**

#### (A) Description of fee

- Prior to filing any final tract of parcel map or issuance of a building permit, fees may be assessed
  and collected pursuant to Section 66484 of the California Government Code for the purpose of
  defraying the actual or estimated costs of constructing bridge crossings or major thoroughfares
  identified in the transportation or flood control provisions of the circulation element of the
  Metropolitan Bakersfield 2010 General Plan. (BMC 16.32.060 (F)(1))
- Fees paid pursuant to this section shall be deposited in a planned bridge facility or major thoroughfare fund. A fund shall be established for each planned bridge facility project or each planned major thoroughfare project. If the benefit area is one in which more than one bridge is required to be constructed, a fund may be so established covering all of the bridge projects in the benefit area. Money in the fund shall be expended solely for the construction or reimbursement for construction of the improvement serving the area to be benefited and from which the fees comprising the fund were collected, or to reimburse the city for the cost of constructing the improvement. (BMC 16.32.060 (F)(3))

#### (B) Amount of fee

• The fee is calculated by dividing the construction costs of the improvements by the number of equivalent dwelling units (EDU) within the MBTA boundaries<sup>2</sup>:

West Beltway Major Thoroughfare Area Fee		
Year Fee per EDU		
2018	2018 \$365.12	
2019 \$365.85		

(C) Beginning and ending fund balance

Beginning Balance @ 7/1/19	\$286,035.99
Ending Balance @ 6/30/20	\$390,758.24

(D) Fees collected and interest earned

•	MTA fees	\$ 98,481.02
•	Interest Earned	\$ 5,792.23
•	Market Value Adjustment	\$ 449.00

- (E) Public Improvements
  - N/A
- (F) Timing of projects
  - N/A
- (G) Interfund transfers/loans

N/A

- (H) Refunds
  - N/A

<sup>&</sup>lt;sup>2</sup> Resolution No. 014-14 is available at: <a href="http://lf/WebLink/0/doc/1050173/Page1.aspx">http://lf/WebLink/0/doc/1050173/Page1.aspx</a>

#### WEST MING - KERN RIVER CANAL BRIDGE DISTRICT

#### (A) Description of fee

- Prior to filing any final tract of parcel map or issuance of a building permit, fees may be assessed
  and collected pursuant to Section 66484 of the California Government Code for the purpose of
  defraying the actual or estimated costs of constructing bridge crossings or major thoroughfares
  identified in the transportation or flood control provisions of the circulation element of the
  Metropolitan Bakersfield 2010 General Plan.(BMC 16.32.060 (F)(1))
- Fees paid pursuant to this section shall be deposited in a planned bridge facility or major thoroughfare fund. A fund shall be established for each planned bridge facility project or each planned major thoroughfare project. If the benefit area is one in which more than one bridge is required to be constructed, a fund may be so established covering all of the bridge projects in the benefit area. Money in the fund shall be expended solely for the construction or reimbursement for construction of the improvement serving the area to be benefited and from which the fees comprising the fund were collected, or to reimburse the city for the cost of constructing the improvement. (BMC 16.32.060 (F)(3))

#### (B) Amount of fee

• The fee is calculated by dividing the construction costs of the improvements by the number of equivalent dwelling units (EDU) within the MBTD boundaries:

Fee per Equivalent Dwelling Unit (EDU)1		
Fee Area No. 1	North of Kern River Canal	\$722.61 / EDU
Fee Area No. 2	South of Kern River Canal	\$461.00 / EDU

(C) Beginning and ending fund balance

Beginning Balance @ 7/1/19	\$188,364.50
Ending Balance @ 6/30/20	\$289,149.96

•	MBTD fees	\$96,238.63
•	Interest Earned	\$ 4,219.83
•	Market Value Adjustment	\$ 327.00

- (E) Public Improvements
  - N/A
- (F) Timing of projects
  - N/A
- (G) Interfund transfers/loans
  - N/A
- (H) Refunds
  - N/A

<sup>&</sup>lt;sup>1</sup> Resolution No. 123-16 is available at: http://lf/WebLink/0/doc/1285033/Page1.aspx

#### TAFT HIGHWAY - FARMERS CANAL BRIDGE DISTRICT

#### (A) Description of fee

- Prior to filing any final tract of parcel map or issuance of a building permit, fees may be assessed
  and collected pursuant to Section 66484 of the California Government Code for the purpose of
  defraying the actual or estimated costs of constructing bridge crossings or major thoroughfares
  identified in the transportation or flood control provisions of the circulation element of the
  Metropolitan Bakersfield 2010 General Plan.(BMC 16.32.060 (F)(1))
- Fees paid pursuant to this section shall be deposited in a planned bridge facility or major thoroughfare fund. A fund shall be established for each planned bridge facility project or each planned major thoroughfare project. If the benefit area is one in which more than one bridge is required to be constructed, a fund may be so established covering all of the bridge projects in the benefit area. Money in the fund shall be expended solely for the construction or reimbursement for construction of the improvement serving the area to be benefited and from which the fees comprising the fund were collected, or to reimburse the city for the cost of constructing the improvement. (BMC 16.32.060 (F)(3))

#### (B) Amount of fee

• The fee is calculated by dividing the construction costs of the improvements by the number of acres within the MBTD boundaries:

Taft Highway – Farmers Canal Bridge District <sup>1</sup>		
Year	Year Fee per acre	
2019	\$460.22	
2020	\$474.03	

(C) Beginning and ending fund balance

Beginning Balance @ 7/1/19	\$6,463.97
Ending Balance @ 6/30/20	\$6,580.72

•	MBTD fees	\$ O
•	Interest Earned	\$109.75
•	Market Value Adjustment	\$ 7.00

- (E) Public Improvements
  - N/A
- (F) Timing of projects
  - N/A
- (G) Interfund transfers/loans
  - N/A
- (H) Refunds
  - N/A

<sup>&</sup>lt;sup>1</sup>Resolution No. 187-17 is available at: <a href="http://lf/WebLink/0/doc/1372858/Page1.aspx">http://lf/WebLink/0/doc/1372858/Page1.aspx</a>

#### EAST PANAMA LANE - CENTRAL CANAL (NORTH HALF) BRIDGE DISTRICT

#### (A) Description of fee

- Prior to filing any final tract of parcel map or issuance of a building permit, fees may be assessed
  and collected pursuant to Section 66484 of the California Government Code for the purpose of
  defraying the actual or estimated costs of constructing bridge crossings or major thoroughfares
  identified in the transportation or flood control provisions of the circulation element of the
  Metropolitan Bakersfield 2010 General Plan.(BMC 16.32.060 (F)(1))
- Fees paid pursuant to this section shall be deposited in a planned bridge facility or major thoroughfare fund. A fund shall be established for each planned bridge facility project or each planned major thoroughfare project. If the benefit area is one in which more than one bridge is required to be constructed, a fund may be so established covering all of the bridge projects in the benefit area. Money in the fund shall be expended solely for the construction or reimbursement for construction of the improvement serving the area to be benefited and from which the fees comprising the fund were collected, or to reimburse the city for the cost of constructing the improvement. (BMC 16.32.060 (F)(3))

#### (B) Amount of fee

• The fee is calculated by dividing the construction costs of the improvements by the number of acres within the MBTD boundaries:

East Panama Lane-Central Canal (North Half)  Bridge District <sup>1</sup>		
Year	Fee per acre	
2019	\$1,782.68	
2020	\$1,836.16	

(C) Beginning and ending fund balance

Beginning Balance @ 7/1/19	\$54,326.95
Ending Balance @ 6/30/20	\$55,316.03

•	MBTD fees	\$ 0
•	Interest Earned	\$923.08
•	Market Value Adiustment	\$ 66.00

- (E) Public Improvements
  - N/A
- (F) Timing of projects
  - N/A
- (G) Interfund transfers/loans
  - N/A
- (H) Refunds
  - N/A

<sup>&</sup>lt;sup>1</sup>Resolution No. 013-18 is available at: <a href="http://docs.bakersfieldcity.us/weblink/0/doc/1379233/Page1.aspx">http://docs.bakersfieldcity.us/weblink/0/doc/1379233/Page1.aspx</a>



# **ADMINISTRATIVE REPORT**

**MEETING DATE**: 12/16/2020 Consent – Miscellaneous ai.

TO: Honorable Mayor and City Council

**FROM:** Nick Fidler, Public Works Director

**DATE:** 10/28/2020

WARD:

**SUBJECT:** Review and acceptance of the Fiscal Year 2019-2020 Annual

Compliance Report for Planned Drainage Area Fees prepared in

accordance with California Government Code §66006.

#### STAFF RECOMMENDATION:

Staff recommends making available to the public the Fiscal Year 2019-2020 Annual Compliance Report for Planned Drainage Area Fees (report will be made available at the Public Works Department).

#### **BACKGROUND:**

Attached is the City's annual compliance report for Planned Drainage Area Fees for the fiscal year ended June 30, 2020 prepared in accordance with California Government Code §66006.

There may be imposed by local ordinance a requirement for the payment of fees for the purposes of defraying the actual or estimated costs of constructing planned drainage facilities for the removal of surface and storm waters from local or neighborhood drainage areas (GC §66484).

Government Code Section 66006 requires that the local agency shall, within 180 days after the last day of each fiscal year, make available to the public specific information as outlined in this Code Section. The attached Annual Compliance Report provides this information.

After the public review period, the Annual Compliance Report will go before the City Council at the January 6, 2021 meeting for review of the Report. Pursuant to Government Code Section 66006, a local agency shall review the information made available to the public at the next regularly scheduled public meeting but not less than 15 days after this information is made available to the public.

Therefore, no council action is required at today's meeting other than to make the information available to the public.

The report will be made available at:

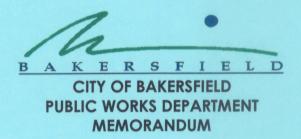
Public Works Administration Offices City Hall South Annex Building 1501 Truxtun Avenue, 1st Floor Bakersfield, CA 93301

#### **ATTACHMENTS:**

Description Type

Blue Memo Cover Memo

FY 19-20 Planned Drainage Areas Full Report Backup Material



TO:

HONORABLE MAYOR AND COUNCILMEMBERS

FROM:

NICK FIDLER, PUBLIC WORKS DIRECTOR

DATE:

December 16, 2020

SUBJECT:

CONSENT CALENDAR AGENDA ITEMS - MISCELLANEOUS ah., ai., and

ak.

The subject of each of the above items is incorrect. The correct subject should read as follows:

- ah. Fiscal Year 2019-2020 Annual Compliance Report for Bridge Crossings and Major Thoroughfare Fees prepared in accordance with Californa Government Code § 66006.
- ai. Fiscal Year 2019-2020 Annual Compliance Report for Planned Drainage Area Fees prepared in accordance with California Government Code § 66006.
- ak. Fiscal Year 2019-2020 Annual Compliance Report for Transportation Impact Fees prepared in accordance with California Government Code §66006.



# **CITY OF BAKERSFIELD**

FISCAL YEAR 2019-2020

ANNUAL COMPLIANCE REPORT FOR PLANNED DRAINAGE AREA FEES

Prepared in accordance with California Government Code §66006

### CITY OF BAKERSFIELD

# ANNUAL COMPLIANCE REPORT FOR PLANNED DRAINAGE AREA FEES

### FY 2019 - 20

# **City Council**

Karen Goh	Mayor
Eric Arias	Member/Ward 1
Andrae Gonzales	Member/Ward 2
Ken Weir	Member/Ward 3
Bob Smith	Member/Ward 4
Bruce Freeman	Member/Ward 5
Patty Gray	Member/Ward 6
Chris Parlier\	/ice Mayor / Member/Ward 7

# **Administrative Personnel**

Christian Clegg	City Manager
Virginia Gennaro	City Attorney
Christopher Boyle	Development Services Director
Randy McKeegan	Finance Director
Anthony Galagaza	Fire Chief
Greg Terry	
Nick Fidler	Public Works Director
Dianne Hoover	Director Recreation & Parks
Art Chianello	Water Resources Manager

# Annual Compliance Report for Planned Drainage Area Fees

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Shalimar planned drainage area	11
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#### <u>Introduction</u>

There may be imposed by local ordinance a requirement for the payment of fees for purposes of defraying the actual or estimated costs of constructing planned drainage facilities for the removal of surface and storm waters from local or neighborhood drainage areas and of constructing planned sanitary sewer facilities for local sanitary sewer areas. (GC §66483)

Government Code Section 66006 requires that the local agency shall, within 180 days after the last day of each fiscal year, make available to the public specific information. The specific information to be made available to the public is summarized on Page 3 of this report.

Pursuant to Government Code Section 66006, after the information contained in the Report is made available to the public, the Council shall review the information in the Report at the next regularly scheduled public meeting. However, the public meeting must occur not less than 15 days after the information contained in the Report is made available to the public.

The planned drainage areas (PDA's) are separated into individual accounts in accordance with California Government Code §66483 and Bakersfield Municipal Code §16.32.060(D).

There are currently nine planned drainage areas within the metropolitan Bakersfield area subject to Government Code Section 66006:

- 1. Breckenridge PDA (Ward 3) This planned drainage area covers an irregularly shaped watershed of 6,458 acres in Northeast Bakersfield, from Paladino Drive in the north to Breckenridge Road in the south; from Morning Drive and SR 178 at the northwest to Breckenridge Road and Edison Road at the south, and extending east of Comanche Road. The drainage system has been partially completed by a developer and is subject to a reimbursement agreement. The remaining system will be completed in portions by a combination of developers and the City.
- 2. Brimhall PDA (Ward 4) This planned drainage area was created to pay for the construction of a storm drainage system and sump for a 52 acre area of residential and commercial property at the north east corner of Jewetta Avenue and Brimhall Road. This drainage system was designed to consolidate the drainage issues of several small parcels in the area into one system for economies of scale.
- 3. Fairview PDA (Ward 1 and County) This planned drainage area was created to pay for the construction of a drainage system to serve the area between Pacheco Road and the Arvin-Edison Canal and South "H" Street and Union Avenue.
- 4. Golden Valley PDA (Ward 1) This planned drainage area was created to pay for the drainage facilities for the area of Hosking Avenue between South Union Avenue and east of South H Street. Portions of the system were built during the construction of Golden Valley High School. The Kern High School District has been reimbursed in full for its

proportionate share of the construction costs incurred to upsize the storm drain lines. The remaining funds will be used to reimburse developers or to offset costs incurred by the city which may construct additional portions of the drainage facilities.

- 5. Orangewood PDA (Ward 3 and County) This planned drainage area was created to pay for the construction of a drainage system serving the area east of Morning Drive, north of Breckenridge Road, and extending northward and eastward to the southeast boundary of the Breckenridge PDA.
- 6. Pioneer PDA (Ward 3 and County) This planned drainage area was created to pay for the construction of a drainage system serving the area north of Niles Street and SR 184, on both sides of Morning Drive.
- 7. Riverlakes PDA (Wards 3 and 4) This planned drainage area was created to pay for the drainage system serving the Riverlakes development an area defined by the Friant-Kern Canal in the south and Norris Road on the north, between Calloway Drive and Coffee Road, with a section both north and south of Hageman Road east to Fruitvale Avenue. Since improvements for the Riverlakes PDA are complete, fees are no longer assessed. The PDA's FY 2017-2018 beginning balance of \$118,095.43 was used to partially offset costs associated with capital improvement project #E4K103 that improved storm drains within the PDA.
- 8. Shalimar PDA (Ward 3 and County) This planned drainage area was created to pay for the drainage system serving an irregularly shaped area from SR 178 on the north to the Southern Pacific Railroad on the south, east of Sterling Road to Shalimar Road in the south portion of the area, to Morning Drive in the north portion of the area.
- 9. Tevis Ranch PDA (Ward 5) This planned drainage area was created to pay for the construction of a drainage system to improve the efficiency of the existing drainage facilities in the area south of White Lane and between Old River Road and Buena Vista Road. The project consists of a storm drain system that will drain water from three existing retention basins to a single detention basin. The water will then be pumped into the Buena Vista Canal.

Each PDA's fiscal year activity will be reported separately.

#### **Annual Reporting Requirements**

Government Code Section 66006 (b) (1) sets forth the annual compliance reporting requirements as:

For each separate account or fund established pursuant to subdivision (a), the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:

- (A) A brief description of the type of fee in the account or fund.
- (B) The amount of the fee.
- (C) The beginning and ending balance of the account or fund.
- (D) The amount of the fees collected and the interest earned.
- (E) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.
- (F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.
- (G) A description of each inter-fund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an inter-fund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan.
- (H) The amount of refunds made pursuant to subdivision (e) of Section 66001 and any allocations pursuant to subdivision (f) of Section 66001.

Items A through H listed above are reproduced on each report to ensure accuracy, understanding, and compliance.

#### **BRECKENRIDGE PLANNED DRAINAGE AREA**

#### (A) Description of fee

Prior to filing any final map or parcel map, the subdivider shall pay or cause to be paid any fees
for defraying the actual or estimated costs of constructing planned drainage facilities for the
removal of surface and storm waters from the following local and neighborhood drainage areas
pursuant to drainage plans adopted by the council therefore in accordance with Article 5 of
Chapter 4 of Division 2 of Title 7 of the California Government Code (Section 66483 et seq.) BMC
§16.32.060(D)

#### (B) Amount of fee

• The fee is calculated by dividing the construction costs of the improvements by the number of acres within the PDA boundaries<sup>1</sup>:

Development	Drainage fee per
Туре	gross acre
Single Family	\$4,581
Multi-family & Mobile Home	\$7,101
Commercial & Industrial	\$9,804

#### (C) Beginning and ending fund balance

• Breckenridge planned drainage area

Beginning Balance @ 7/1/19	\$1,170,686.07
Ending Balance @ 6/30/20	\$ 913,453.08

(D) Fees collected and interest earned

•	PDA fees	\$0
•	Interest Earned	\$17,447.01

#### (E) Public Improvements

• Construction of storm drain facilities for Tract 6352 – payment made to Superior Court of Kern County for interpleader action (\$274,680)

#### (F) Timing of projects

N/A

#### (G) Interfund transfers/loans

N/A

#### (H) Refunds

N/A

<sup>1</sup> Resolution No. 136-05 available at: <a href="http://lf/WebLink/0/doc/460682/Page1.aspx">http://lf/WebLink/0/doc/460682/Page1.aspx</a>

#### **BRIMHALL PLANNED DRAINAGE AREA**

#### (A) Description of fee

Prior to filing any final map or parcel map, the subdivider shall pay or cause to be paid any fees
for defraying the actual or estimated costs of constructing planned drainage facilities for the
removal of surface and storm waters from the following local and neighborhood drainage areas
pursuant to drainage plans adopted by the council therefore in accordance with Article 5 of
Chapter 4 of Division 2 of Title 7 of the California Government Code (Section 66483 et seq.) BMC
§16.32.060(D)

#### (B) Amount of fee

• The fee is calculated by dividing the construction costs of the improvements by the number of acres within the PDA boundaries<sup>1</sup>:

Zone	Cost per acre
R-1	\$2,803
R-2	\$4,057
C-1	\$6,639

- (C) Beginning and ending fund balance
  - Brimhall planned drainage area

Beginning Balance @ 7/1/19	\$6,361.68
Ending Balance @ 6/30/20	\$6,469.85

•	PDA fees	\$0
•	Interest Earned	\$108.17

- (E) Public Improvements
  - N/A
- (F) Timing of projects
  - N/A
- (G) Interfund transfers/loans
  - N/A
- (H) Refunds
  - N/A

<sup>1</sup> Resolution No. 222-04 available at: <a href="http://lf/WebLink/0/doc/350777/Page1.aspx">http://lf/WebLink/0/doc/350777/Page1.aspx</a>

#### **FAIRVIEW PLANNED DRAINAGE AREA**

#### (A) Description of fee

- Prior to filing any final map or parcel map, the subdivider shall pay or cause to be paid any fees
  for defraying the actual or estimated costs of constructing planned drainage facilities for the
  removal of surface and storm waters from the following local and neighborhood drainage areas
  pursuant to drainage plans adopted by the council therefore in accordance with Article 5 of
  Chapter 4 of Division 2 of Title 7 of the California Government Code (Section 66483 et seq.) BMC
  §16.32.060(D)
- (B) Amount of fee
  - The fee is calculated by dividing the construction costs of the improvements by the number of acres within the PDA boundaries<sup>1</sup>:

\$1,100,000.00 ÷ 645 acres = <u>\$1,700 / gross acre</u>

- (C) Beginning and ending fund balance
  - Fairview planned drainage area

Beginning Balance @ 7/1/19 \$14,377.73 Ending Balance @ 6/30/20 \$14,622.26

(D) Fees collected and interest earned

PDA fees \$0Interest Earned \$244.53

- (E) Public Improvements
  - N/A
- (F) Timing of projects
  - N/A
- (G) Interfund transfers/loans
  - N/A
- (H) Refunds
  - N/A

<sup>1</sup> Resolution No. 58-81 is available at: <a href="http://lf/WebLink/0/doc/74036/Page1.aspx">http://lf/WebLink/0/doc/74036/Page1.aspx</a>

#### **GOLDEN VALLEY PLANNED DRAINAGE AREA**

- (A) Description of fee
  - Prior to filing any final map or parcel map, the subdivider shall pay or cause to be paid any fees
    for defraying the actual or estimated costs of constructing planned drainage facilities for the
    removal of surface and storm waters from the following local and neighborhood drainage areas
    pursuant to drainage plans adopted by the council therefore in accordance with Article 5 of
    Chapter 4 of Division 2 of Title 7 of the California Government Code (Section 66483 et seq.). BMC
    §16.32.060(D)
- (B) Amount of fee
  - The fee is calculated by multiplying the acreage within each zone by the cost per acre within the PDA boundaries<sup>1</sup>:

R-1 Zone: Price per acre = \$2,742 x 93.19 acres = \$255,527 Commercial Zone: Price per acre = \$5,868 x 17.49 acres = \$102,631

- (C) Beginning and ending fund balance
  - Golden Valley planned drainage area

Beginning Balance @ 7/1/19 \$178,931.76 Ending Balance @ 6/30/20 \$181,975.60

- (D) Fees collected and interest earned
  - PDA fees \$0

• Interest Earned \$3,043.84

- (E) Public Improvements
  - N/A
- (F) Timing of projects
  - N/A
- (G) Interfund transfers/loans
  - N/A
- (H) Refunds
  - N/A

<sup>1</sup> Resolution No. 055-05 available at: <a href="http://lf/WebLink/0/doc/456048/Page1.aspx">http://lf/WebLink/0/doc/456048/Page1.aspx</a>

#### **ORANGEWOOD PLANNED DRAINAGE AREA**

#### (A) Description of fee

Prior to filing any final map or parcel map, the subdivider shall pay or cause to be paid any fees
for defraying the actual or estimated costs of constructing planned drainage facilities for the
removal of surface and storm waters from the following local and neighborhood drainage areas
pursuant to drainage plans adopted by the council therefore in accordance with Article 5 of
Chapter 4 of Division 2 of Title 7 of the California Government Code (Section 66483 et seq.) BMC
§16.32.060(D)

#### (B) Amount of fee

• The fee is calculated by dividing the construction costs of the improvements by the number of acres within the PDA boundaries<sup>1</sup>:

<u>Fee per acre = \$1,935</u>

(C) Beginning and ending fund balance

• Orangewood planned drainage area

Beginning Balance @ 7/1/19 \$10,047.81 Ending Balance @ 6/30/20 \$10,218.71

(D) Fees collected and interest earned

PDA fees \$0Interest Earned \$170.90

(E) Public Improvements

- N/A
- (F) Timing of projects
  - N/A
- (G) Interfund transfers/loans
  - N/A
- (H) Refunds
  - N/A

<sup>&</sup>lt;sup>1</sup> Kern County Municipal Code §18.50.060(K)

#### PIONEER PLANNED DRAINAGE AREA

- (A) Description of fee
  - Prior to filing any final map or parcel map, the subdivider shall pay or cause to be paid any fees
    for defraying the actual or estimated costs of constructing planned drainage facilities for the
    removal of surface and storm waters from the following local and neighborhood drainage areas
    pursuant to drainage plans adopted by the council therefore in accordance with Article 5 of
    Chapter 4 of Division 2 of Title 7 of the California Government Code (Section 66483 et seq.) BMC
    §16.32.060(D)
- (B) Amount of fee
  - The fee is calculated by dividing the construction costs of the improvements by the number of acres within the PDA boundaries<sup>1</sup>:

Single Family (per gross acre) = \$8,930 Multifamily (per gross acre) = \$13,842

- (C) Beginning and ending balance
  - Pioneer planned drainage area

Beginning Balance @ 7/1/19	\$0
Ending Balance @ 6/30/20	\$0

•	PDA fees	\$0
<ul> <li>Interest Earned</li> </ul>	Interest Earned	\$0

- (E) Public Improvements
  - N/A
- (F) Timing of projects
  - N/A
- (G) Interfund transfers/loans
  - N/A
- (H) Refunds
  - N/A

Resolution No. 063-14 is available at: <a href="http://www.bakersfieldcity.us/WEBLINK7/0/doc/1064008/Page1.aspx">http://www.bakersfieldcity.us/WEBLINK7/0/doc/1064008/Page1.aspx</a>

#### RIVERLAKES RANCH PLANNED DRAINAGE AREA

#### (A) Description of fee

Prior to filing any final map or parcel map, the subdivider shall pay or cause to be paid any fees
for defraying the actual or estimated costs of constructing planned drainage facilities for the
removal of surface and storm waters from the following local and neighborhood drainage areas
pursuant to drainage plans adopted by the council therefore in accordance with Article 5 of
Chapter 4 of Division 2 of Title 7 of the California Government Code (Section 66483 et seq.) BMC
§16.32.060(D)

#### (B) Amount of fee

• The fee is calculated by dividing the construction costs of the improvements by the number of acres within the PDA boundaries<sup>1</sup>:

Area 1 = \$1,000.00 / gross acre Area 2 = \$1,008.00 / gross acre Area 3 = \$1,833.00 / gross acre

- (C) Beginning and ending fund balance
  - Riverlakes Ranch planned sewer area

Beginning Balance @ 7/1/19	\$ 58.34
Ending Balance @ 6/30/20	\$ 59.27

•	PDA fees	\$ O
•	Interest Earned	\$ 0.93

- (E) Public Improvements
  - N/A
- (F) Timing of projects
  - N/A
- (G) Interfund transfers/loans
  - N/A
- (H) Refunds
  - N/A

<sup>1</sup> Resolution No. 89-91 available at: <a href="http://lf/WebLink/0/doc/3288/Page1.aspx">http://lf/WebLink/0/doc/3288/Page1.aspx</a>

#### **SHALIMAR PLANNED DRAINAGE AREA**

#### (A) Description of fee

Prior to filing any final map or parcel map, the subdivider shall pay or cause to be paid any fees
for defraying the actual or estimated costs of constructing planned drainage facilities for the
removal of surface and storm waters from the following local and neighborhood drainage areas
pursuant to drainage plans adopted by the council therefore in accordance with Article 5 of
Chapter 4 of Division 2 of Title 7 of the California Government Code (Section 66483 et seq.) BMC
§16.32.060(D)

#### (B) Amount of fee

• The fee is calculated by dividing the construction costs of the improvements by the number of acres within the PDA boundaries<sup>1</sup>:

#### \$1,689.50 per acre

- (C) Beginning and ending fund balance
  - Shalimar planned drainage area

Beginning Balance @ 7/1/19 \$174,150.46 Ending Balance @ 6/30/20 \$177,112.95

- (D) Fees collected and interest earned
  - PDA fees \$ 0

• Interest Earned \$2,962.49

- (E) Public Improvements
  - N/A
- (F) Timing of projects
  - N/A
- (G) Interfund transfers/loans
  - N/A
- (H) Refunds
  - N/A

<sup>&</sup>lt;sup>1</sup> Kern County Resolution No. 77-125

#### **TEVIS RANCH PLANNED DRAINAGE AREA**

- (B) Description of fee
  - Prior to filing any final map or parcel map, the subdivider shall pay or cause to be paid any fees
    for defraying the actual or estimated costs of constructing planned drainage facilities for the
    removal of surface and storm waters from the following local and neighborhood drainage areas
    pursuant to drainage plans adopted by the council therefore in accordance with Article 5 of
    Chapter 4 of Division 2 of Title 7 of the California Government Code (Section 66483 et seq.). BMC
    §16.32.060(D)
- (C) Amount of fee
  - The fee is calculated by dividing the construction costs of the improvements by the number of acres within the PDA boundaries<sup>1</sup>:

Price per acre = \$715,357.42 ÷ 453 acres = \$1,579

- (I) Beginning and ending fund balance
  - Tevis Ranch planned drainage area

Beginning Balance @ 7/1/19	\$29,352.78
Ending Balance @ 6/30/20	\$29,852.08

- (J) Fees collected and interest earned
  - PDA fees \$0Interest Earned \$499.30
- (K) Public Improvements
  - N/A
- (L) Timing of projects
  - N/A
- (M) Interfund transfers/loans
  - N/A
- (N)Refunds
  - N/A

<sup>1</sup> Resolution No. 159-03 available at: http://lf/WebLink/0/doc/210240/Page1.aspx



# **ADMINISTRATIVE REPORT**

**MEETING DATE**: 12/16/2020 Consent – Miscellaneous aj.

TO: Honorable Mayor and City Council

**FROM:** Nick Fidler, Public Works Director

**DATE:** 10/28/2020

WARD:

**SUBJECT:** Fiscal Year 2019-2020 Annual Compliance Report for Planned Sewer

Area Fees prepared in accordance with California Government Code

§66006.

#### STAFF RECOMMENDATION:

Staff recommends making available to the public the Fiscal Year 2019-2020 Annual Compliance Report for Planned Sewer Area Fees (report will be made available at the Public Works Department).

#### **BACKGROUND:**

Attached is the City's annual compliance report for Planned Sewer Area Fees for the fiscal year ended June 30, 2020 prepared in accordance with California Government Code §66006.

There may be imposed by local ordinance a requirement for the payment of fees for the purposes of defraying the actual or estimated costs of constructing planned sanitary sewer facilities for local sanitary sewer areas (GC §66484).

Government Code Section 66006 requires that the local agency shall, within 180 days after the last day of each fiscal year, make available to the public specific information as outlined in this Code Section. The attached annual compliance report provides this information.

After the public review period, the annual compliance report will go before the City Council at the January 6, 2021 meeting for review of the Report. Pursuant to Government Code Section 66006, a local agency shall review the information made available to the public at the next regularly scheduled public meeting but not less than 15 days after this information is made available to the public. Therefore, no council action is required at today's meeting other than to make the information available to the public.

The report will be made available at:

Public Works Administration Offices City Hall South Annex Building

### 1501 Truxtun Avenue, 1st Floor Bakersfield, CA 93301

#### ATTACHMENTS:

Description Type

□ FY 19-20 Planned Sewer Areas Full Report Backup Material



# **CITY OF BAKERSFIELD**

FISCAL YEAR 2019-2020

# ANNUAL COMPLIANCE REPORT FOR PLANNED SEWER AREA FEES

Prepared in accordance with California Government Code §66006

### CITY OF BAKERSFIELD

# ANNUAL COMPLIANCE REPORT FOR PLANNED SEWER AREA FEES

FY 2019 - 20

# **City Council**

Karen Goh	Mayor
Eric Arias	Member/Ward 1
Andrae Gonzales	Member/Ward 2
Ken Weir	Member/Ward 3
Bob Smith	Member/Ward 4
Bruce Freeman	
Patty Gray	Member/Ward 6
Chris Parlier	Vice Mayor / Member/Ward 7

## **Administrative Personnel**

Christian Clegg	City Manager
Virginia Gennaro	City Attorney
Christopher Boyle	Community Development Director
Randy McKeegan	Finance Director
Anthony Galagaza	Fire Chief
Greg Terry	Police Chief
Nick Fidler	Public Works Director
Dianne Hoover	Director Recreation & Parks
Art Chianello	Water Resources Manager

# Annual Compliance Report for Planned Sewer Area Fees

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McAllister Ranch planned sewer area	9
Panama & Monitor planned sewer area	10
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#### **Introduction**

There may be imposed by local ordinance a requirement for the payment of fees for purposes of defraying the actual or estimated costs of constructing planned drainage facilities for the removal of surface and storm waters from local or neighborhood drainage areas and of constructing planned sanitary sewer facilities for local sanitary sewer areas. (GC §66483)

Government Code Section 66006 requires that the local agency shall, within 180 days after the last day of each fiscal year, make available to the public specific information. The specific information to be made available to the public is summarized on Page 3 of this Report.

Pursuant to Government Code Section 66006, after the information contained in the Report is made available to the public, the Council shall review the information in the Report at the next regularly scheduled public meeting. However, the public meeting must occur not less than 15 days after the information contained in the Report is made available to the public.

There are currently eight planned sewer areas within the metropolitan Bakersfield area subject to Government Code Section 66006:

- 1. Allen Road Planned Sewer Area (Wards 4 & 5) This PSA is in County Service Area 71 and was formed in association with Assessment District No. 96-2 with the intention of funding a sewer trunk line on Allen Road from White Lane north to a point ¼ mile south of Rosedale Highway. The City funded its portion of the work with Sewer Enterprise Funds and bond proceeds from the Assessment District.
- 2. Allen Road II Planned Sewer Area (Ward 4) This PSA is in County Service Area 71 and was formed to repay the Sewer Enterprise Fund for the fronting cost of extending the Allen Road Trunk Line from Rosedale Highway to Noriega Road.
- 3. Brimhall Planned Sewer Area (Ward 4) This PSA is in County Service Area 71 and was formed to reimburse the City for the construction of a sewer trunk line on Brimhall Road extending west from Allen Road about ¾ mile. Sewer Enterprise funds were used for this construction.
- 4. Curnow Planned Sewer Area (Wards 6 & 7) This PSA was formed in response to the growth being experienced in southwest and south Bakersfield at the time. This PSA will fund the construction of a large sewer trunk line extending from Plant 3 along Curnow/Romero Road to Cottonwood Road. Portions of the line will be constructed by developers, with resultant reimbursement agreements.
- 5. Hooper Avenue and Kimberly Avenue Planned Sewer Area (Ward 3) This PSA was formed to reimburse the City for the construction of a sanitary sewer line in the area of Kimberly Avenue and Hooper Avenue. In 2008 and 2009, two areas were annexed to the City. The City and neighborhood residents desired sewer facilities in these areas. The City

has constructed and is continuing to construct sanitary sewer lines to accommodate those residents who desire to connect to the City's sewer system.

- 6. McAllister Ranch Planned Sewer Area (Ward 5) This PSA was formed to fund the construction of a sewer trunk line in Panama Lane from Buena Vista Road to a point approximately 2 miles west of that intersection. The actual construction is to be completed as development occurs and would be subject to reimbursement agreements.
- 7. Panama & Monitor Planned Sewer Area (Wards 1 and 7) This PSA was formed to pay for the construction of a sewer trunk line in Monitor Street from Fairview to Panama Lane and in Panama lane from Monitor to approximately Parsons Way.
- 8. Pierce & Oak Planned Sewer Area (Wards 2 and 3) This PSA was formed to pay for the construction of sewer lines to serve an industrial area between Buck Owens Boulevard (then Pierce Road) and Oak Street/the Kern River and from SR 204 to the Standard Pacific Railroad. These sewer lines will be constructed by the City as we accumulate enough funds to pay for them.

The above planned sewer areas (PSA's) are separated into individual accounts in accordance with California Government Code §66483 and Bakersfield Municipal Code §16.32.060(D).

Each PSA's fiscal year activity will be reported separately.

#### **Annual Reporting Requirements**

Government Code Section 66006 (b) (1) sets forth the annual compliance reporting requirements as:

For each separate account or fund established pursuant to subdivision (a), the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:

- (A) A brief description of the type of fee in the account or fund.
- (B) The amount of the fee.
- (C) The beginning and ending balance of the account or fund.
- (D) The amount of the fees collected and the interest earned.
- (E) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.
- (F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.
- (G) A description of each inter-fund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an inter-fund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan.
- (H) The amount of refunds made pursuant to subdivision (e) of Section 66001 and any allocations pursuant to subdivision (f) of Section 66001.

Items A through H listed above are reproduced on each report to ensure accuracy, understanding, and compliance.

#### **ALLEN ROAD PLANNED SEWER AREA**

- (A) Description of fee
  - Prior to approval of any development entitlement including, but not limited to, any general plan land use designation amendment, rezoning, the filing of any final map or parcel map, the granting of a conditional use permit, or after the cancellation of a Williamson Act contract within an assessment district, the subdivider/property owner shall pay or cause to be paid any fees for defraying the actual or estimated costs of constructing planned sanitary sewers facilities for local sanitary sewer areas pursuant to sanitary sewer plans adopted by the council, or connection to sanitary sewer facilities therefore in accordance with Article 5 of Chapter 4 of Division 2 of Title 7 of the California Government Code (Section 66483 et seq.) BMC §16.32.060(E)
- (B) Amount of fee
  - The fee is calculated by dividing the construction costs of the improvements by the number of equivalent dwelling units within the PSA boundaries<sup>1</sup>:

2019 - \$1,458.69 per equivalent dwelling unit 2020 - \$1,575.39 per equivalent dwelling unit

- (C) Beginning and ending fund balance
  - Allen Road planned sewer area

Beginning Balance @ 7/1/19 \$15,061.87 Ending Balance @ 6/30/20 \$630,587.74

(D) Fees collected and interest earned

PSA fees \$609,928.91Interest Earned \$5,596.96

- (E) Public Improvements
  - N/A
- (F) Timing of projects
  - N/A
- (G) Interfund transfers/loans
  - N/A
- (H) Refunds
  - N/A

<sup>1</sup> Resolution No. 103-98(1) available at: <a href="http://lf/WebLink/0/doc/8719/Page1.aspx">http://lf/WebLink/0/doc/8719/Page1.aspx</a>

#### **ALLEN ROAD II PLANNED SEWER AREA**

#### (A) Description of fee

• Prior to approval of any development entitlement including, but not limited to, any general plan land use designation amendment, rezoning, the filing of any final map or parcel map, the granting of a conditional use permit, or after the cancellation of a Williamson Act contract within an assessment district, the subdivider/property owner shall pay or cause to be paid any fees for defraying the actual or estimated costs of constructing planned sanitary sewers facilities for local sanitary sewer areas pursuant to sanitary sewer plans adopted by the council, or connection to sanitary sewer facilities therefore in accordance with Article 5 of Chapter 4 of Division 2 of Title 7 of the California Government Code (Section 66483 et seq.) BMC §16.32.060(E)

#### (B) Amount of fee

• The fee is calculated by dividing the construction costs of the improvements by the number of equivalent dwelling units within the PSA boundaries<sup>1</sup>:

2019 - \$1,096.83 per equivalent dwelling unit 2020 - \$1,129.74 per equivalent dwelling unit

- (C) Beginning and ending fund balance
  - Allen Road II planned sewer area

Beginning Balance @ 7/1/19 \$ 4.51 Ending Balance @ 6/30/20 \$23,669.64

(D) Fees collected and interest earned

PSA fees \$23,478.46Interest Earned \$ 186.67

- (E) Public Improvements
  - N/A
- (F) Timing of projects
  - N/A
- (G) Interfund transfers/loans
  - N/A
- (H) Refunds
  - N/A

<sup>1</sup> Resolution No. 084-07 available at: http://lf/WebLink/0/doc/624165/Page1.aspx

#### **BRIMHALL PLANNED SEWER AREA**

- (A) Description of fee
  - Prior to approval of any development entitlement including, but not limited to, any general plan land use designation amendment, rezoning, the filing of any final map or parcel map, the granting of a conditional use permit, or after the cancellation of a Williamson Act contract within an assessment district, the subdivider/property owner shall pay or cause to be paid any fees for defraying the actual or estimated costs of constructing planned sanitary sewers facilities for local sanitary sewer areas pursuant to sanitary sewer plans adopted by the council, or connection to sanitary sewer facilities therefore in accordance with Article 5 of Chapter 4 of Division 2 of Title 7 of the California Government Code (Section 66483 et seq.) BMC §16.32.060(E)
- (B) Amount of fee
  - The fee is calculated by dividing the construction costs of the improvements by the number of equivalent single family dwelling units within the PSA boundaries<sup>1</sup>:

2019 - \$154.28 per equivalent dwelling unit 2020 - \$158.90 per equivalent dwelling unit

- (C) Beginning and ending fund balance
  - Brimhall planned sewer area

Beginning Balance @ 7/1/19	\$89,413.82
Ending Balance @ 6/30/20	\$71,471.83

•	PSA fees	\$ 612.62
•	Interest Earned	\$ 1,320.39

- (E) Public Improvements
  - N/A
- (F) Timing of projects
  - N/A
- (G) Interfund transfers/loans
  - \$19,875 transferred to Sewer Service Plane #3 Fund 412
- (H) Refunds
  - N/A

<sup>1</sup> Resolution No. 202-03 available at: http://lf/WebLink/0/doc/235135/Page1.aspx

#### **CURNOW PLANNED SEWER AREA**

#### (A) Description of fee

• Prior to approval of any development entitlement including, but not limited to, any general plan land use designation amendment, rezoning, the filing of any final map or parcel map, the granting of a conditional use permit, or after the cancellation of a Williamson Act contract within an assessment district, the subdivider/property owner shall pay or cause to be paid any fees for defraying the actual or estimated costs of constructing planned sanitary sewers facilities for local sanitary sewer areas pursuant to sanitary sewer plans adopted by the council, or connection to sanitary sewer facilities therefore in accordance with Article 5 of Chapter 4 of Division 2 of Title 7 of the California Government Code (Section 66483 et seq.) BMC §16.32.060(E)

#### (B) Amount of fee

• The fee is calculated by dividing the construction costs of the improvements by both the number of acres and the number of dwelling units within the PSA boundaries<sup>1</sup>:

2019 - \$2,801 per equivalent dwelling unit / \$11,203 per acre 2020 - \$2,997 per equivalent dwelling unit / \$11,987 per acre

- (C) Beginning and ending fund balance
  - Curnow planned sewer area

Beginning Balance @ 7/1/19 \$ 93,903.07 Ending Balance @ 6/30/20 \$ 66,133.25

(D) Fees collected and interest earned

PSA fees \$380,075.00Interest Earned \$3,266.64

- (E) Public Improvements
  - Construction of a sewer lift station located near the intersection of Ashe Road & McKee Road (\$411,111.46) as part of the Curnow Planned Sewer Area adopted by Resolution No. 213-07. The public improvement cost was funded 100% from Curnow PSA fees previously collected.
- (F) Timing of projects
  - N/A
- (G) Interfund transfers/loans
  - N/A
- (H) Refunds
  - N/A

<sup>1</sup> Resolution No. 213-07 is available at: <a href="http://lf/WebLink/0/doc/642261/Page1.aspx">http://lf/WebLink/0/doc/642261/Page1.aspx</a>

#### **HOOPER AVENUE & KIMBERLY AVENUE PLANNED SEWER AREA**

#### (A) Description of fee

• Prior to approval of any development entitlement including, but not limited to, any general plan land use designation amendment, rezoning, the filing of any final map or parcel map, the granting of a conditional use permit, or after the cancellation of a Williamson Act contract within an assessment district, the subdivider/property owner shall pay or cause to be paid any fees for defraying the actual or estimated costs of constructing planned sanitary sewers facilities for local sanitary sewer areas pursuant to sanitary sewer plans adopted by the council, or connection to sanitary sewer facilities therefore in accordance with Article 5 of Chapter 4 of Division 2 of Title 7 of the California Government Code (Section 66483 et seq.) BMC §16.32.060(E)

#### (B) Amount of fee

• The fee is calculated by dividing the construction costs of the improvements by the number of dwelling units within the PSA boundaries<sup>1</sup>:

2019 - \$11,290.91 per equivalent dwelling unit 2020 - \$11,629.64 per equivalent dwelling unit

- (C) Beginning and ending fund balance
  - Hooper Avenue & Kimberly Avenue planned sewer area

Beginning Balance @ 7/1/19 \$12,252.96 Ending Balance @ 6/30/20 \$12,252.96

(D) Fees collected and interest earned

PSA fees \$0Interest Earned \$0

- (E) Public Improvements
  - N/A
- (F) Timing of projects
  - N/A
- (G) Interfund transfers/loans
  - N/A
- (H) Refunds
  - N/A

<sup>1</sup> Resolution No. 069-11(1) is available at: <a href="http://lf/WebLink/0/doc/962718/Page1.aspx">http://lf/WebLink/0/doc/962718/Page1.aspx</a>

#### Mcallister ranch planned sewer area

#### (A) Description of fee

• Prior to approval of any development entitlement including, but not limited to, any general plan land use designation amendment, rezoning, the filing of any final map or parcel map, the granting of a conditional use permit, or after the cancellation of a Williamson Act contract within an assessment district, the subdivider/property owner shall pay or cause to be paid any fees for defraying the actual or estimated costs of constructing planned sanitary sewers facilities for local sanitary sewer areas pursuant to sanitary sewer plans adopted by the council, or connection to sanitary sewer facilities therefore in accordance with Article 5 of Chapter 4 of Division 2 of Title 7 of the California Government Code (Section 66483 et seq.) BMC §16.32.060(E)

#### (B) Amount of fee

• The fee is calculated by dividing the construction costs of the improvements by the number of acres within the PSA boundaries for commercial property and by the number of equivalent single family dwelling units for residential<sup>1</sup>:

2019 - \$456.16 per equivalent dwelling unit / \$8,837.20 per acre 2020 - \$469.84 per equivalent dwelling unit / \$9,102.31 per acre

- (C) Beginning and ending fund balance
  - McAllister planned sewer area

Beginning Balance @ 7/1/19	\$58,845.73
Ending Balance @ 6/30/20	\$96,923,19

(D) Fees collected and interest earned

•	PSA fees	\$36,752.72
•	Interest Earned	\$ 1,324.74

- (E) Public Improvements
  - N/A
- (F) Timing of projects
  - N/A
- (G) Interfund transfers/loans
  - N/A
- (H) Refunds
  - N/A

Resolution No. 170-06 available at: <a href="http://lf/WebLink/0/doc/541898/Page1.aspx">http://lf/WebLink/0/doc/541898/Page1.aspx</a>

#### PANAMA & MONITOR PLANNED SEWER AREA1

- (A) Description of fee
  - Prior to approval of any development entitlement including, but not limited to, any general plan land use designation amendment, rezoning, the filing of any final map or parcel map, the granting of a conditional use permit, or after the cancellation of a Williamson Act contract within an assessment district, the subdivider/property owner shall pay or cause to be paid any fees for defraying the actual or estimated costs of constructing planned sanitary sewers facilities for local sanitary sewer areas pursuant to sanitary sewer plans adopted by the council, or connection to sanitary sewer facilities therefore in accordance with Article 5 of Chapter 4 of Division 2 of Title 7 of the California Government Code (Section 66483 et seq.) BMC §16.32.060(E)
- (C) Amount of fee
  - N/A fee no longer charged
- (C) Beginning and ending fund balance
  - Panama & Monitor planned sewer area

Beginning Balance @ 7/1/19 \$2,379.82 Ending Balance @ 6/30/20 \$2,420.25

- (D) Fees collected and interest earned
  - PSA fees \$0Interest Earned \$40.43
- (E) Public Improvements
  - N/A
- (F) Timing of projects
  - N/A
- (G) Interfund transfers/loans
  - N/A
- (H) Refunds
  - N/A

<sup>1</sup> Resolution No. 94-84 available at: <a href="http://lf/WebLink/0/doc/7875/Page1.aspx">http://lf/WebLink/0/doc/7875/Page1.aspx</a>

#### PIERCE & OAK PLANNED SEWER AREA

#### (A) Description of fee

• Prior to approval of any development entitlement including, but not limited to, any general plan land use designation amendment, rezoning, the filing of any final map or parcel map, the granting of a conditional use permit, or after the cancellation of a Williamson Act contract within an assessment district, the subdivider/property owner shall pay or cause to be paid any fees for defraying the actual or estimated costs of constructing planned sanitary sewers facilities for local sanitary sewer areas pursuant to sanitary sewer plans adopted by the council, or connection to sanitary sewer facilities therefore in accordance with Article 5 of Chapter 4 of Division 2 of Title 7 of the California Government Code (Section 66483 et seq.) BMC §16.32.060(E)

#### (A) Amount of fee

• The fee is calculated by dividing the construction costs of the improvements by the number of acres within the PSA boundaries<sup>1</sup>:

Benefit Area 1 fee = \$605 per acre Benefit Area 2 fee = \$1,365 per acre

- (B) Beginning and ending balance
  - Pierce Road Oak Street planned sewer area

Beginning Balance @ 7/1/19	\$61,272.67
Ending Balance @ 6/30/20	\$62,314.98

(D) Fees collected and interest earned

•	PSA fees	\$0
•	Interest Earned	\$1,042.31

- (E) Public Improvements
  - N/A
- (F) Timing of projects
  - N/A
- (G) Interfund transfers/loans
  - N/A
- (H) Refunds
  - N/A

<sup>1</sup> Resolution No. 73-84 is available at: http://lf/WebLink/0/doc/7855/Page1.aspx



#### **ADMINISTRATIVE REPORT**

**MEETING DATE**: 12/16/2020 Consent – Miscellaneous ak.

TO: Honorable Mayor and City Council

**FROM:** Nick Fidler, Public Works Director

**DATE:** 10/28/2020

WARD:

**SUBJECT:** Review and acceptance of the Fiscal Year 2019-2020 Annual

Compliance Report for Transportation Impact Fees prepared in

accordance with California Government Code §66006.

#### STAFF RECOMMENDATION:

Staff recommends making available to the public the Fiscal Year 2019-2020 Annual Compliance Report for Transportation Impact Fees (report will be made available at the Public Works Department).

#### **BACKGROUND:**

Attached is the City's annual compliance report for Transportation Impact Fees for the fiscal year ended June 30, 2020 prepared in accordance with California Government Code §66006.

In April 1992, Council adopted a transportation impact fee program to fund improvements to the Metropolitan Bakersfield transportation system necessary to accommodate future growth. In January 1997, Council adopted Phase II of this program, which was designed to fund more projects and eliminate the need for developers to provide transportation impact studies for most projects. In September 2003, Council adopted Phase III of this program with the intent of updating the program and encouraging in-fill development by creating a Core and Non-Core area within the Metropolitan Bakersfield General Plan limits including individual fee structures for the respective areas. In July 2009, Council approved Phase IV of this program which adopted a regional program and projects development through 2035.

Government Code Section 66006 requires that the local agency shall, within 180 days after the last day of each fiscal year, make available to the public specific information as outlined in this Code Section. The attached annual compliance report provides this information.

After the public review period, the annual compliance report will go before the City Council at the January 6, 2021 meeting for review of the Report. Pursuant to Government Code Section 66006, a local agency shall review the information made available to the public at the next regularly scheduled public meeting but not less than 15 days after this information is made available to the public. Therefore, no council action is required at today's meeting other than to

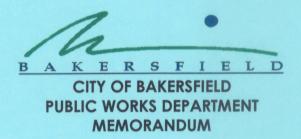
make the information available to the public.

The report will be made available at:

Public Works Administration Offices City Hall South Annex Building 1501 Truxtun Avenue, 1st Floor Bakersfield, CA 93301

#### **ATTACHMENTS:**

	Description	Type
D	Blue Memo	Cover Memo
ם	FY 19-20 Transportation Development Fees Compliance Report	Backup Material



TO:

HONORABLE MAYOR AND COUNCILMEMBERS

FROM:

NICK FIDLER, PUBLIC WORKS DIRECTOR

DATE:

December 16, 2020

SUBJECT:

CONSENT CALENDAR AGENDA ITEMS - MISCELLANEOUS ah., ai., and

ak.

The subject of each of the above items is incorrect. The correct subject should read as follows:

- ah. Fiscal Year 2019-2020 Annual Compliance Report for Bridge Crossings and Major Thoroughfare Fees prepared in accordance with Californa Government Code § 66006.
- ai. Fiscal Year 2019-2020 Annual Compliance Report for Planned Drainage Area Fees prepared in accordance with California Government Code § 66006.
- ak. Fiscal Year 2019-2020 Annual Compliance Report for Transportation Impact Fees prepared in accordance with California Government Code §66006.



# BAKERSFIELD PUBLIC WORKS

#### CITY OF BAKERSFIELD

FISCAL YEAR 2019-2020

ANNUAL COMPLIANCE REPORT FOR TRANSPORTATION IMPACT FEES

Prepared in accordance with California Government Code §66006

## ANNUAL COMPLIANCE REPORT FOR TRANSPORTATION IMPACT FEES

#### FY 2019-20

#### **City Council**

Karen Goh	Mayor
Eric Arias	Member/Ward 1
Andrae Gonzales	Member/Ward 2
Ken Weir	Member/Ward 3
Bob Smith	Member/Ward 4
Bruce Freeman	Ward 5
Patty Gray	Member/Ward 6
Chris Parlier	Vice Mayor / Member/Ward 7

#### **Administrative Personnel**

Christian Clegg	City Manager
Virginia Gennaro	
Christopher Boyle	Community Development Director
Randy McKeegan	Finance Director
Anthony Galagaza	Fire Chief
Greg Terry	Police Chief
Nick Fidler	
Dianne Hoover	Director Recreation & Parks
Art Chianello	Water Resources Manager

#### Annual Compliance Report for Transportation Impact Fees

#### Table of Contents

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Introduction	1
Summary of FY 2019-20 fiscal activity	1
Annual reporting requirements	2
Description of fee	3
Amount of fee	3-4
Beginning and ending fund balance	4
Fees collected and interest earned	4
Public improvements	5
Estimated timing of projects	5
Interfund transfers/loans	5
Refunds	5
Public improvements	Attachment A
Estimated timing of projects	Attachment R

#### Introduction

In April 1992, Council adopted a transportation impact fee program to fund improvements to the Metropolitan Bakersfield transportation system necessary to accommodate future growth. In January 1997, Council adopted Phase II of this program, which was designed to fund more projects and eliminate the need for developers to provide transportation impact studies for most projects. In September 2003, Council adopted Phase III of this program with the intent of updating the program and encouraging in-fill development by creating a Core and Non-Core area within the Metropolitan Bakersfield General Plan limits including individual fee structures for the respective areas. In July 2009, Council approved Phase IV of this program which adopted a regional program and projects development through 2035.

Government Code Section 66006 requires that the local agency shall, within 180 days after the last day of each fiscal year, make available to the public specific information. The specific information to be made available to the public is summarized on Page 2 of this Report.

Pursuant to Government Code Section 66006, after the information contained in the Report is made available to the public, the Council shall review the information in the Report at the next regularly scheduled public meeting. However, the public meeting must occur not less than 15 days after the information contained in the Report is made available to the public.

#### Summary of FY 2019-20 Fiscal Activity

#### Transportation Development Fund

Fund Balance - Beginning 7/1/2019	\$51,009,699
Revenues	
Traffic Impact Fees	15,589,277
Charges for Services	146,805
Interest Income	890,796
Change in Fair Value of Investments	36,925
Prior Year Reimbursements	3,523
Total Revenues	16,667,326
Expenditures	
General and Administrative	913,410
Capital Projects	16,286,911
Total Expenditures	17,200,321
Fund Balance - Ending 6/30/2020	\$50,476,704

#### <u>Annual Reporting Requirements</u>

Government Code Section 66006 (b) (1) sets forth the annual compliance reporting requirements as:

For each separate account or fund established pursuant to subdivision (a), the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:

- (A) A brief description of the type of fee in the account or fund.
- (B) The amount of the fee.
- (C) The beginning and ending balance of the account or fund.
- (D) The amount of the fees collected and the interest earned.
- (E) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.
- (F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.
- (G) A description of each inter-fund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an inter-fund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan.
- (H) The amount of refunds made pursuant to subdivision (e) of Section 66001 and any allocations pursuant to subdivision (f) of Section 66001.

#### (A) Description of fee

- Any person who applies to the city for the issuance of a building permit to make an improvement to land for one of the uses which is specified in the current resolution adopting the Transportation Impact Fee Schedule, and which will generate or attract additional traffic, shall be required to pay a transportation impact fee. (BMC 15.84.040)
- Funds collected from transportation impact fees shall be used for the purpose of capital improvements to transportation facilities associated with the "Regional Transportation Facilities List." Such improvements shall be of the type as are made necessary by the new development. No funds shall be used for periodic or routine maintenance. Funds shall be used exclusively for capital improvements within the city or for projects outside the city but within the Bakersfield Metropolitan General Plan area which are a direct benefit to the city. (BMC 15.84.070)

#### (B) Amount of fee

• Phase III Transportation Impact Fee\*:

		Non-Core
Residential - per living unit	Core Area	Area
Single Family Residence	\$3,661	\$7,343
Multi-Family Residence	\$1,757	\$3,524
Non-Residential per ADT**		
Heavy/Light Industrial	\$92	\$187
Office Commercial		
Under 100,000 sq. ft.	\$68	\$136
100,000 – 199,999 sq. ft.	\$80	\$161
200,000 sq. ft. & over	\$90	\$181
Retail Commercial		
Under 10,000 sq. ft.	\$34	\$70
10,000 – 49,999 sq. ft.	\$55	\$110
50,000 – 99,999 sq. ft.	\$78	\$155
100,000 sq. ft. & over	Individual study	Individual study

<sup>\*</sup>Resolution No. 218-08 (available at: http://docs.bakersfieldcity.us/WebLink/0/doc/780751/Page1.aspx)
\*\*Average Daily Trip

#### (B) Amount of fee - continued

• Phase IV Transportation Impact Fee\*:

		Non-Core
Residential - per living unit	Core Area	Area
Single Family Residence	\$7,747	\$12,870
Multi-Family Residence	\$3,740	\$6,213
Non-Residential per ADT**		
Heavy/Service Industrial	\$112	\$186
Office Commercial		
Under 100,000 sq. ft.	\$86	\$143
100,000 – 199,999 sq. ft.	\$98	\$163
200,000 sq. ft. & over	\$106	\$175
Public/Government	\$95	\$157
Retail Commercial		
Under 10,000 sq. ft.	\$47	\$78
10,000 – 49,999 sq. ft.	\$66	\$110
50,000 – 99,999 sq. ft.	\$101	\$167
100,000 – 199,999 sq. ft.	\$107	\$178
200,000 – 299,999 sq. ft.	\$130	\$216
300,000 – 399,999 sq. ft.	\$141	\$233
400,000 – 499,999 sq. ft.	\$141	\$233
500,000 – 999,999 sq. ft.	\$142	\$236
1,000,000 sq. ft. & over	\$142	\$236

<sup>\*</sup>Resolution No. 084-09 (available at: http://docs.bakersfieldcity.us/WebLink/0/doc/836230/Page1.aspx) \*\*Average Daily Trip

#### (C) Beginning and ending fund balance

Transportation Development Fund

Beginning Balance @ 7/1/19 \$51,009,699 Ending Balance @ 6/30/20 \$50,476,703

#### (D) Fees collected and interest earned

Traffic Impact Fees \$15,589,277Interest Earned (fund wide) \$890,796

- (E) Public Improvements
  - See "Attachment A"
- (F) Timing of projects
  - See "Attachment B"
- (G) Interfund transfers/loans
  - There were no interfund transfers during the fiscal year.
- (H) Refunds
  - There were no refunds during this reporting period.

#### Attachment A

#### CITY OF BAKERSFIELD SUMMARY OF EXPENDITURES FOR TRAFFIC IMPACT FEE FUNDS FOR FISCAL YEAR 2019-20

_		FUR FISCAL YEAR 2019-20	T	
Project #	TIF Project #	Project Description	TDF Expenditures (Funds 331 and 335)	% of Total Project Cost funded with traffic impact fees and interest earnings
T0K212	B375	Rosedale Widening-Verdugo/Calloway	33,041.62	100.00%
T0K244	B244	Street Improvement - Panama w/o Union	666.00	100.00%
T0K245	B440	Signal New - McKee / Wible	498.00	100.00%
T0K252	B158	Signal New - Ming / Allen	42,575.13	63.89%
T0K256	B206	Old River Road widening	8,959.00	98.19%
T1K220	B60	Street Improvement - Calloway / Norris	32,728.00	65.15%
T2K245	B403	Street Improvement - Stine / Hosking	91,798.10	99.80%
T2K246	B135	Street Improvement - Hosking / Stine	1,045.00	65.15%
T3K041	B134	Bridge Construction - Hosking @ 99	230.00	5.13%
T4K217	B166	Street Improvement - Mohawk / Siena- Hageman	158,161.00	100.00%
T5K212	B253	Street Improvement - Panama Ln / Gosford to 1/8 mi. w/o Ashe	914,296.63	96.39%
T6K214	B442	Street Improvement - Wible Rd / south of Hosking Rd	20,942.00	65.09%
T7K115	B403	Street Improvement - Stine / Rizona to Hosking	400,879.88	94.04%
T7K204	B111	Hageman Road Widening	7,898.00	80.85%
T7K205	B445.1	Street Improvement - College Ave	552,862.07	94.44%
T7K211	B442	Street Improvement - Wible Rd	495,038.49	95.40%
T7K235	E245	White Ln @ West Beltway Inter	4,988.75	100.00%
T8K205	B252	Signal New - Panama / Mt Ridge	280,886.58	93.27%
T8K207	B401	Signal New - McKee / Stine	36,170.89	43.21%
T8K222	E245	Ming Ave @ West Beltway Interchange	3,962.50	100.00%
TRBI10, 12, 14, 17	E249	Beltway Op Imp - Enviro, Design, ROW	42,902.52	1.85%
TRCC10, 12, 13, 14, 15, 17, 18, 19, 20, 21, 22, 23, 25, 27, GDC010	E249	Centennial Corridor - South, Advanced PE, ROW	11,503,634.14	11.48%
TRCC30, 32, 33, 34	E335	Centennial Corridor - Hageman Flyover	4,653.29	100.00%
TRRH10, 12, 13, 14, 15, 17	B375, E256	Rosedale / 24th - SR 43 - SR 99, Widening Safetea-Lu, IS-TEA, ROW	8,896.87	100.00%
TRRH32, 34, 35, 37, 38 / GDC024	E258, E259	Rosedale / 24th - Oak Interchange, Elm-D St, ROW	186,000.66	1.21%
TRSR14, 15, 17	E251	SR 178 - Morning Dr Design, Interchange ROW, Const	1,995.25	100.00%
TRSR32, 34, 35, 37, 38	E333	SR 178 Widening - Mesa Marin to Rancheria Rd	20,746.03	59.53%
TRWB10, TRWB14	E231, E243, E245	West Beltway - SR 119 - N Belt	892,834.00	99.78%
TSHP00, 01, 12	B375, E251, TRCC30	Sump Habitat Plan Design	186,165.87	82.46%
KCWA6A / T3K066 / T8K139 / T8K140 / T9WP00 / T9WP03 / T9WP10 / T9WP20 / T9WP4A / T9WP40 / T9WP6A / T9WP6B / T9WP6C / T9WP60 / WPRV14 / TRCC29 / T8WP77 / TRWP84 / TRWP85 / TRWP87 / TRWP97	B162, E331, B426, E177, E319	Westside Parkway Project	763,890.90	70.63%
OTHER ITEMS:		Reimbursement to Developer	448,917.80	100.00%
		COVID-19 Admin Leave / Non-Safety	52,057.18	1.85%
		TOTAL EXPENDITURES (FUNDS 331 & 335)	\$ 17,200,322.15	

#### CAPITAL IMPROVEMENT PROGRAM FIVE-YEAR PLAN

#### PUBLIC WORKS

Project #	Project Title	Ward	Source	Fund #	FY 2019-2020	FY 2020-2021	FY 2021-2022	FY 2022-2023	FY2023-2024	Total
Current Vear	Proposed Projects:									
ounon rou	Troposod Trojects.									
E0K215	SEWER REPAIRS VAR LOC	Various	SEF	411	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 1,250,000
EUNZIS	SEWER REPAIRS VAR LOC	various	SEF	412	250,000	250,000	250,000	250,000	250,000	1,250,000
E0K216	ALTA VISTA SEWER REPAIRS	2	SEF	411	2,090,000	-	-	-	-	2,090,000
E0K217	SEWER REHAB-HOSKING/AKERS	7	SEF	412	237,000	-	-	-	-	237,000
E0K218	ST STORM IMPR V AND 20	2	SEF	411	173,000	-	-	-	-	173,000
E0K219	DIGESTER ENGINEER STUDY	1,6	SEF	411	30,000	-	-	-	-	30,000
LUKZ 17	DIGESTER ENGINEER STODT	1,0	JLI	412	30,000	-	-	-	-	30,000
E0K220	DIGESTER GAS REUSE ALTERN	1,6	SEF	411	50,000	-	-	-	-	50,000
LUKZZU	DIGESTER GAS REOSE ALTERN	1,0	JLI	412	50,000	-	-	-	-	50,000
E0K221	CENTRIFUGE REHAB PLT3	6	SEF	412	80,000	-	-	-	-	80,000
E0K222	RPL 2 DIGESTER MIX PUMPS	1	SEF	411	40,000	360,000	-	-	-	400,000
E0K223	REPL 6 SLDGE RECIRC PUMPS	1,6	SEF	411	20,000	140,000	-	-	-	160,000
EURZZ3	REFL O SLOGE RECIRC POIVIPS	1,0	SEF	412	40,000	280,000	-	-	-	320,000
E7K204	SEWER REHAB F STREET	2	SEF	411	414,000	-	-	-	-	414,000
E8K102	WWTP# 3 ARTERIAL ROADS	6	SEF	412	400,000	-	-	-	-	400,000
E8K201	PRIMARY CLARIFIER REHAB	6	SEF	412	1,400,000	-	-	-	-	1,400,000
E8K206	REPL 2 VFD'S AT RECIRC ST	1	SEF	411	100,000	100,000	-	-	-	200,000
E8K209	STORM LIFT - TALISMAN DR	7	SEF	411	1,550,000	-	-	-	-	1,550,000
E9K201	WWTP MISC IMPROVEMENTS	1,6	SEF	411	300,000	300,000	300,000	300,000	300,000	1,500,000
E9N2U1	WWIP WISC IIWPROVEWENTS	1,0	SEF	412	300,000	300,000	300,000	300,000	300,000	1,500,000
F0K210	CENTED LIET & CIDAA DAAD CIA	Variana	SEF	411	500,000	-	-	-	-	500,000
E9K210	SEWER LIFT & STRM PMP STA	Various	SEF	412	500,000	-	-	-	-	500,000
E9K211	INFLUENT LINE REPAIR	6	SEF	412	125,000	-	-	-	-	125,000
E9K213	POLYMER PUMP REPLACEMENT	6	SEF	412	500,000	-	-	-	-	500,000
P0K203	STREET LIGHT STUDY	Various	MEASN	312	100,000	-	-	-	-	100,000
P0K218	FLEET REMODEL/POL GARAGE	2	MEASN	312	30,000	-	-	-	-	30,000
P0K219	WATER SUPPLY LOOP	1	RCF	421	100,000	-	-	-	-	100,000
P0K220	RE-ROOF CHS ANNEX	2	COF	311	176,000	-	-	-	-	176,000
P0K221	UPGRD MAIN DOORS CONV CNT	2	COF	311	21,000	-	-	-	-	21,000
P0K222	FENCE @ CHS & ANNEX PKG	2	COF	311	13,500	-	-	-	-	13,500
P0K224	CHN ELEVATOR REHAB	2	COF	311	360,000	-	-	-	-	360,000
P0K226	TARINAHOME MESAMARIN PH 3	3	MEASN	312	7,500,000	-	-	-	-	7,500,000
P0K227	COMPOST SCREENING RESIDUE	1	RCF	421	150,000		-	-	-	150,000
POK229	RPLC TS CNTRL CMPTR INTER	2	URF	316	300,000	-	-	-	-	300,000
P0K230	STREET LIGHT POLES RETROF	Various	MEASN	312	1,100,000	-	-	-	-	1,100,000
P0K233	REPL HVAC CRP YD BLDG A	2	COF	311	170,000	-	-	-	-	170,000

#### CAPITAL IMPROVEMENT PROGRAM FIVE-YEAR PLAN

#### **PUBLIC WORKS**

Project #	Project Title	Ward	Source	Fund #	FY 2019-2020	FY 2020-2021	FY 2021-2022	FY 2022-2023	FY2023-2024	Total
Current Yea	r Proposed Projects:									
DOK 22 4	IVALCED DEDMA A NIENTE CV DILLA	,	BAT A CBI	212	1 500 000	0.000.000				0.500.000
P0K234	KAISER PERMANENTE SV PH 4	6	MEASN	312	1,500,000	8,000,000	-	-	-	9,500,000
P0K235	TARINAHOMESMESAMARINPBALL	3	MEASN	312	352,000	-	-	-	-	352,000
P0K236	FIRE ALARM SYS CONV CNTR	2	COF	311	325,000	-	-	-	-	325,000
P0K237	TRANSFER STATION	1	RCF	421	50,000	-	-	-	-	50,000
P0K238	ST LIGHT UPGRADE BEAL PRK	2	CDBG	111	323,097	-	-	-	-	323,097
P6K200	MODULAR BLDG REPLACEMENT	1	RCF	421	350,000	-	-	-	-	350,000
P6K202	AIRPORT MISC. REPAIRS	1	GAF	451	25,000	25,000	25,000	25,000	25,000	125,000
P6K203	AIRPORT HANGAR DOOR REHAB	1	GAF	451	30,000	30,000	30,000	30,000	30,000	150,000
P6K220	CBACC-MISC IMP	1	COF	311	80,000	75,000	75,000	75,000	75,000	380,000
P6K222	ARENA/CC MISC IMPROV	2	COF	311	100,000	100,000	100,000	100,000	100,000	500,000
P8K203	REPLCE TRAF CNTRL CABINTS	Various	URF	316	60,000	-	-	-	-	60,000
P8K209	CITY FAC. MISC. IMPRVMNTS	Various	COF	311	25,000	25,000	25,000	25,000	25,000	125,000
P8K213	GREENWASTE PAVEMT REPAIR	1	RCF	421	50,000	50,000	50,000	50,000	-	200,000
P9K200	COMPOST AUTOMATION PROJ	1	RCF	421	250,000	250,000	250,000	-	-	750,000
P9K201	AIRPRT NW TXL REHAB SEC C	1	GAF	451	175,000	-	-	-	-	175,000
P9K220	GRADING AND DRAINAGE IMPR	1	RCF	421	200,000	200,000	100,000	-	-	500,000
T0K212	ROSEDALE WIDEN-VERD/CALL	4	TDF	331	3,500,000	-	-	-	-	3,500,000
T0K239	STREET IMPR BRUNDAGE/UNIO	1	CDBG	111	300,000	-	-	-	-	300,000
T0K240	PVMT REHAB BRUNDAGE LANE	1	ISTEA	121	3,914,054	-	-	-	-	3,914,054
T0K240	PVMT REHAB BRUNDAGE LANE	1	GTF	151	736,637	-	-	-	-	736,637
T0K241	BRDG DECK REHAB ALLEN RD	4	URF	316	25,000	-	-	-	-	25,000
T0K242	PVMT RHB WHITE: S H/KENNY	1	SB1	152	2,690,000	-	-	-	-	2,690,000
T0K243	PVM RHB BUENA VISTA	5	SB1	152	3,710,000	-	-	_	_	3,710,000
T0K244	ST IMP-PANAMA:E OF UNION	1	TDF	331	118,000	556,000	719,000	-	-	1,393,000
T0K245	SIG NEW MCKEE AND WIBLE	7	TDF	331	127,000	353,500	_	_	_	480,500
			URF	316	46,538	-	_	_	_	46,538
T0K246	FLSHNG BCN CALLOWAY MONTR	1,3,7	ISTEA	121	217,872	_	_	_	_	217,872
			URF	316	119,853	_	-	_	_	119,853
T0K247	TR SIG INTRC ALLEN,BV,CLW	4,5	ISTEA	121	561,111	_		_	_	561,111
			URF	316	80,417	_	_		_	80,417
T0K248	TR SIG INTERC HOSKING	7	ISTEA	121	376,482	_	-	_	-	376,482
			URF	316	71,816	-	-	-	-	71,816
T0K249	TR SIG INTERC ROSEDALE	3,4	ISTEA	121	336,214	-	-	-	-	336,214

#### CAPITAL IMPROVEMENT PROGRAM FIVE-YEAR PLAN

#### **PUBLIC WORKS**

Project #	Project Title	Ward	Source	Fund #	FY 2019-2020	FY 2020-2021	FY 2021-2022	FY 2022-2023	FY2023-2024	Total
Current Yea	r Proposed Projects:									
			ISTEA	121	360,950	_	_	_	_	360,950
T0K250	TR SIG INTERC BRIMHALL	4	URF	316	77,109	_	_	_	_	77,109
T01/054	TD454400 14110 071115	,	ISTEA	121	265,590	-	-	-	-	265,590
T0K251	TRAF MOD MING-STINE	6	GTF	151	56,730	-	-	-	-	56,730
T0K252	SIG NEW MING-ALLEN	4,5	TDF	331	94,084	-	-	-	-	94,084
TURZJZ	310 NEW WING-ALLEN	4,5	ISTEA	121	440,463	-	-	-	-	440,463
T0K253	SIG NEW MING-GRAND ISLAND	4,5	GTF	151	369,711	-	-	-	-	369,711
T0K254	MDN IMPRV NILES STREET	2	COF	311	102,600	-	-	-	-	102,600
T0K255	ST IMPR BERKSHIRE RD	7	GTF	151	105,000	-	-	-	-	105,000
T0K256	OLD RIVER ROAD WIDENING	5	TDF	331	257,000	-	-	-	-	257,000
T0K257	LA FRANCE AREA CURB & GUT	1	CDBG	111	300,000	-	-	-	-	300,000
T0K258	OLEANDER AREA CURB & GUTT	2	CDBG	111	350,000	-	-	-	-	350,000
T0K260	OLD TOWN KERN STREET RHB	2	CDBG	111	150,000	-	-	-	-	150,000
T0K261	CASTRO AREA CURB & GUTTER	7	CDBG	111	200,000	-	-	-	-	200,000
T0K262	KENTUCKY ST URBAN GREEN	2	COF	311	862,004	-	-	-	-	862,004
T0K263	WARD 1/2 ST IMPROV	1,2	COF	311	700,000					700,000
T2K246	ST IMPROV-HOSKING/STINE	7	TDF	331	403,000	-	-	-	-	403,000
T6K201	ADA TRSTN MISC PROJ	Various	COF	311	50,000	50,000	50,000	50,000	50,000	250,000
T8K234	PED IMPROV BRUNDAGE LN	2	TDA	142	48,102	-	-	-	-	48,102
T9K207	SIG MOD MISCELLANEOUS	Various	URF	316	50,000	-	-	-	-	50,000
			COF	311	1,000,000	-	-	-	-	1,000,000
T9K211	RESURFACING STREETS DIV	Various	URF	316	3,000,000	-	-	-	-	3,000,000
			GTF	151	2,000,000	-	-	-	-	2,000,000
T9K228	KERN RIVR PKW REHAB - PAL	3	TDA	142	78,336	-	-	-	-	78,336
T9K230	PED IMP L STREET	2	TDA	142	46,931	-	-	-	-	46,931
T9K235	CHESTER/H ST CORRIDOR IMP	1,2	COF	311	250,000					250,000
T9K236	BLACKTOP MEDIAN IMPROV	2,5,6	COF	311	50,000					50,000
T9K237	DOWNTOWN LANDSCAPE	2	COF	311	150,000					150,000
TRWB14	WEST BELTWAY-SR119 ROW	4,5	TDF	331	2,000,000	-	-	-	-	2,000,000
	T-t-I Com	ent Year Propo	I D!4-		\$ 54,093,201	\$ 11,694,500	\$ 2,524,000	\$ 1,455,000	<b>A</b> 1 105 000	A 74 474 704

#### CAPITAL IMPROVEMENT PROGRAM FIVE-YEAR PLAN

#### PUBLIC WORKS

Project #	Project Title	Ward	Source	Fund #	FY 2019-2020	FY 2020-2021	FY 2021-2022	FY 2022-2023	FY2023-2024	Total
Cuturo Voor D	branacad Drainate									
·uture rear P	roposed Projects:									
E6K202	REHAB TRICKLING PUMP STAT	1	SEF	411	-	120,000	-	-	-	120,000
E8K203	AERATION BASIN REHAB	6	SEF	412	-	100,000	100,000	100,000	100,000	400,000
E9K214	STORM LIFT MOD - 24TH/OAK	2	SEF	411	-	2,350,000	-	-	-	2,350,000
EZK201	SEWER LIFT REHAB-BANK ST	2	SEF	412	-	-	-	1,228,000	-	1,228,00
EZK225	SWRLFTRHB-SANDRA/MEREDITH	1	SEF	411	-	-	1,166,000	-	-	1,166,00
EZK226	SWRLFTRHB-MING/GRND LAKES	4	SEF	412	-	-	-	1,132,000	-	1,132,00
EZK227	SWRLFTRHB-EUCALYPTUS	3	SEF	411	-	-	1,193,000	-	-	1,193,00
ZK228	SWRLFTRHB-TAFT HWY/S H ST	7	SEF	412	-	-	-	1,228,000	-	1,228,00
P0K229	RPLC TS CNTRL CMPTR INTER	2	COF	311	-	300,000	300,000	300,000	300,000	1,200,000
P8K203	REPLCE TRAF CNTRL CABINTS	Various	COF	311	-	60,000	-	-	-	60,00
PZK211	ARPRT NW APRN REHB SEC A	1	GAF	451	-	550,000	-	-	-	550,00
PZK213	AIRPRT RNWY 16 PAPI & PMS	1	GAF	451	-	982,000	-	-	-	982,00
PZK221	BKSFLD EAST MONUMENT SIGN	County	UNK	969	-	137,000	-	-	-	137,00
ZK224	ST LT UPGRD F/GLDN ST/ 24	2	COF	311	-	615,000	-	-	-	615,00
ZK225	RPLC CHILLER BPD DWNT HQ	2	COF	311	-	180,000	-	-	-	180,00
ZK226	UPGRD S PARK LTS RABOBANK	2	COF	311	-	60,000	-	-	-	60,00
PZK227	EMER GENERATOR CHN	2	COF	311	-	390,000	-	-	-	390,00
0K241	BRDG DECK REHAB ALLEN RD	4	COF	311	-	210,000	-	-	-	210,00
0K255	ST IMPR BERKSHIRE RD	7	COF	311	-	551,000	-	-	-	551,00
5K204	ST IMP PANAMA/MTVISTA/OR	5	TDF	331	-	200,000	-	-	-	200,00
5K211	ST IMP PANAMA OLRVR/GOSFD	5	TDF	331	-	150,000	550,000	-	-	700,00
7K226	ST IMPR PANAMA AT-GRADE X	5	TDF	331	-	1,520,000		-	-	1,520,00
9K207	SIG MOD MISCELLANEOUS	Various	COF	311	-	60,000	60,000	60,000	60,000	240,00
ZK202	TRUXTUN AVE CURB & GUTTER	2	UNK	969	-	-	232,000	-	-	232,00
ZK205	PVMT REHAB-STOCKDALE HWY	4	SB1	152	-	2,500,000	-	-	-	2,500,00
ZK206	ST IMP OAK /CALIF RT TURN	2	UNK	969	-	-	275,000	-	-	275,00
ZK207	ST IMP TRUXTUN @ H ST RTL	2	UNK	969	-	201,000	-	-	-	201,00
ZK208	H ST RT TURN LN - CAL AVE	2	UNK	969	-	113,000	356,000	-	-	469,00
ZK211	PVMTRHB-HALEY UNIV-PANORA	3	SB1	152	-	1,500,000	-	-	-	1,500,00
ZK256	ST IMP BUCK OWENS	3	UNK	969	-	-	-	428,000	-	428,00
ZK263	ST IMP WIBLE:HSKNG/BRKSHR	7	TDF	331	-	930,000	-	1,130,000	-	2,060,00
ZK264	PVMT RHB UNION:SR58/B TER	2	SB1	152	-	1,360,000	-	-	-	1,360,00
	Total Fut	ure Year Propo	sed Projects:		\$ -	\$ 15,139,000	\$ 4,232,000	\$ 5,606,000	\$ 460,000	\$ 25,437,00
	Tatal Comment of E	V D	and Dunings		# F4 002 004	ф 2/ 022 F22	ф / <b>7</b> Г/ 000	A 7.0/1.000	<b>.</b> 10/F 000	<b>.</b> 0/ /00 70
	Total Current & Fut	ure year Propo	sea Projects:		\$ 54,093,201	\$ 26,833,500	\$ 6,756,000	\$ 7,061,000	\$ 1,865,000	\$ 96,608,70

#### Attachment B

#### **CITY OF BAKERSFIELD**

#### CAPITAL IMPROVEMENT PROGRAM FIVE-YEAR PLAN

#### PUBLIC WORKS - TRIP

Project #	Project Title	Ward	Source	Fund #	FY 2019-2020	FY 2020-2021	FY 2021-2022	FY 2022-2023	FY2023-2024	Total
Current Vear	Proposed Projects:									
Current rear	rioposeu riojects.									
TRBI17	BELTWAY OP IMP - CONST	2	TRIP	122	\$ 2,000,000	\$ -	\$ -	\$ -	\$ -	\$ 2,000,000
TRCC21	IRCC21 CENT CORR PH4 MAINLINE CN	2	URF	316	1,000,000	-	-	-	-	1,000,000
IRCC21	CEIVI CORR PH4 MAINLINE CIV	2	TDF	335	7,000,000	-	-	-	-	7,000,000
	Tota	l Current Year Pro	posed Projects:		\$ 10,000,000	\$ -	\$ -	\$ -	\$ -	\$ 10,000,000



#### **ADMINISTRATIVE REPORT**

**MEETING DATE:** 12/16/2020 Consent – Miscellaneous al.

**TO:** Honorable Mayor and City Council

FROM: Dianne Hoover, Director of Recreation and Parks

**DATE:** 11/3/2020

WARD:

**SUBJECT:** Review and acceptance of the Fiscal Year 2019-2020 Annual

Compliance Report for Park Impact Fees prepared in accordance with

California Government Code §66006.

#### STAFF RECOMMENDATION:

Staff recommends acceptance of the report.

#### **BACKGROUND:**

State Government Code Section 66006 requires a local agency receiving certain development-related fees, within 180 days after the last day of each fiscal year, make available to the public specific information as outlined in this code section. The attached compliance report for park impact fees for the fiscal year ended June 30, 2020 provides this information. At the November 18, 2020 Council meeting, Council approved making available the report to the public pursuant to state law.

On November 7, 1990, Council adopted a park development and improvement fee program for the purposes of developing and improving parks and recreational facilities serving the residential development within the City of Bakersfield. Fees are collected based on the development's share of cost to develop, improve, construct or enhance a public park.

On April 19, 1995, Council established an orderly process for the dedication, reservation and acquisition of park land within the city for the purpose of supplying public parks and recreation facilities. The sub divider shall dedicate, reserve land, pay a fee in-lieu, or a combination thereof, at the option of the Advisory Agency, for park or recreational purposes.

Government Code Section 66006 requires that the local agency review the information made available to the public at the next regularly scheduled public meeting after the information is made available. This item is intended to comply with state law, therefore staff recommends the Council review and accept the report.

AT	TΑ	CH	IM	EΝ	TS:
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Description Type



FISCAL YEAR 2019-2020

## ANNUAL COMPLIANCE REPORT FOR PARK IMPACT FEES

Prepared in accordance with California Government Code §66006

## ANNUAL COMPLIANCE REPORT FOR PARK IMPACT FEES (California Government Code § 66006)

FY 2019-2020

#### **MAYOR**

Karen Goh

#### **CITY COUNCILMEMBERS**

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

Submitted by

Christian Clegg City Manager

#### **EXECUTIVE STAFF**

Christian Clegg City Manager

Virginia Gennaro City Attorney

Art Chianello Water Resources Manager

Anthony Galagaza Fire Chief

Dianne Hoover Recreation and Parks Director

Christopher Boyle Development Services Director

Greg Terry Police Chief

Nick Fidler Public Works Director

Randy McKeegan Finance Director

### Annual Compliance Report for Park Impact Fees (California Government Code § 66006)

#### Table of Contents

	<u>Page</u>
Introduction	1
Summary of FY 2019-20 fiscal activity	1
Annual reporting requirements	2
Description of fee	3
Amount of fee	3
Beginning and ending fund balance	4
Fees collected and interest earned	4
Public improvements	4
Estimated timing of projects	4
Inter-fund transfers/loans	4
Refunds	4
Public improvements	Attachment A
Estimated timing of projects	Attachment B
Park Zone Map	Attachment

#### Introduction

#### **Development Fee Types**

As new residents move into the City of Bakersfield, they will require additional park and recreation services and capital facilities. In order to ensure that new development does not reduce the current level of service, the City of Bakersfield can charge new development to cover the cost of providing additional parkland and park facilities. Park development fees can be charged under two California Statutes; the Park Acquisition Fees (Quimby Act) and Park Development/Improvement Fees.

#### Park Development/Improvement Fee:

On November 7, 1990, Council adopted a park development and improvement fee program for the purposes of developing and improving parks and recreational facilities serving the residential development within the City of Bakersfield. Fees are collected based on the development's share of cost to develop, improve, construct or enhance a public park.

#### Park Acquisition Fee:

On April 19, 1995, Council established an orderly process for the dedication, reservation and acquisition of park land within the city for the purpose of supplying public parks and recreation facilities. The subdivider shall dedicate, reserve land, pay a fee in-lieu, or a combination thereof, at the option of the Advisory Agency, for park or recreational purposes.

Government Code Section 66006 requires that the local agency shall, within 180 days after the last day of each fiscal year, make available to the public specific information. The specific information to be made available to the public is summarized on Page 2 of this Report.

Pursuant to Government Code Section 66006, after the information contained in the Report is made available to the public, the Council shall review the information in the Report at the next regularly scheduled public meeting. However, the public meeting must occur not less than 15 days after the information contained in the Report is made available to the public.

#### Summary of FY 2019-20 Fiscal Activity

#### Park Improvement Fund\*

	South	h/Southwest Zone 1	Central Zone 2	ortheast Zone 3	NOR	Total
Fund Balance - Beginning 7/1/2019	\$	4,291,056	\$ 334,856	\$ 179,782	\$ -	\$ 4,805,694
Revenues						
Park Development and Acquisition Fees		2,189,733	346,305	274,965		2,811,003
North of the River Recreation and Parks					116,605	116,605
Interest Income		65,473	14,427	18,708	51,670	150,277
Total Revenues						3,077,885
Expenditures						
Capital Projects		2,039,549	84,135	-	-	2,123,684
Total Expenditures						2,123,684
Fund Balance - Ending 6/30/2020	\$	4,506,713	\$ 611,452	\$ 473,455	\$168,275	\$ 5,759,895
* http://www.hokomfield.city.us/gov/donts/finance/co	frhtm					

<sup>\*</sup>http://www.bakersfieldcity.us/gov/depts/finance/cafr.htm

Government code Section 66006 (b) (1) sets forth the annual compliance reporting requirements as:

For each separate account or fund established pursuant to subdivision (a), the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:

- (A) A brief description of the type of fee in the account or fund.
- (B) The amount of the fee.
- (C) The beginning and ending balance of the account or fund.
- (D) The amount of the fees collected and the interest earned.
- (E) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.
- (F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.
- (G) A description of each inter-fund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an inter-fund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan.
- (H) The amount of refunds made pursuant to subdivision (e) of Section 66001 and any allocations pursuant to subdivision (f) of Section 66001.

Items A through H listed above are reproduced on each report to ensure accuracy, understanding, and compliance.

#### (A) Description of fee

#### Park Development/Improvement Fees:

- The fee for park development and improvement is to finance the development, improvement, and/or enhancement of public parks and recreation facilities. Funds shall be used exclusively for projects as identified in the capital improvement plan, the Parks Element of the Bakersfield Metropolitan General Plan, or comprehensive park plan approved by the City Council. (Ord. 3327)
- The City will collect a park development, improvement, and enhancement fee for each new dwelling unit within city boundaries. These fees will be imposed and collected at the date of final inspection or the date the certificate of occupancy is issued, whichever occurs first. Fee may be paid at time of building permit issuance if a developer chooses. (BMC 15.82.040)

#### Park Acquisition Fees:

• The subdivider shall dedicate land so that a park and its development shall be sufficient in size, topography and design that bear a reasonable relationship to serve the present and future needs of the residents of the subdivision and be consistent with the policies of the Bakersfield Metropolitan General Plan. When a fee is to be paid in-lieu of land dedication, the subdivider shall, in-lieu of dedicating land, pay a fee equal to the value of the land which would otherwise be required for dedication. (Ord. 3646)

#### (B) Amount of fee

#### Park Development/Improvement Fee

• From July 1, 2019 to June 30, 2020, the Park Development and Improvement Fee was as follows\*:

Residential - per living unit	Fee
Single Family Dwelling	\$2,095
Duplex Dwelling Unit	\$2,095
Multiple Family Dwelling Unit	\$2,095
Mobile Home	\$2,095

<sup>\*</sup>Resolution No. 075-18 (available at: http://docs.bakersfieldcity.us/WebLink/Welcome.aspx)

#### Park Acquisition Fee

• The amount of in-lieu fee shall be determined in accordance with the following formula\*\*:

Number of Dwelling Units x .0025 x APPDU\* x Fair Market Value Per Buildable Acre
\*APPDU: Average Persons Per Dwelling Unit
\*\*Ordinance No. 3646

#### (C) Beginning and ending fund balance\*

• Park Development Fund

Beginning Balance @ 7/1/19 \$ 4,805,694 Ending Balance @ 6/30/20 \$ 5,759,895

Beginning Balance @ 7/1/19 \$ 3,105,113 Ending Balance @ 6/30/20 \$ 3,273,387

#### (D) Fees collected and interest earned

#### Park Development/Improvement:

•	North of the River Recreation and Parks Fees	\$	116,605
•	Park Development/Improvement Fees	\$ 2	2,693,766
•	Interest Earned	\$	139,546

#### Park Acquisition:

•	Park Acquisition Fees	\$ 117,237
•	Interest Earned	\$ 11,025

- (E) Public Improvements
  - See "Attachment A"
- (F) Timing of projects
  - See "Attachment B"
- (G) Inter-fund transfers/loans
  - No transfers were made during the fiscal year.
- (H) Refunds

Park Development/Improvement

• No refunds were made during the fiscal year.

<sup>\*</sup> Note: NOR is an entity that is separate and distinct from City fund balance. The City collects park improvement fees and interest earned on those fees on behalf of NOR and holds them in a separate trust account. Beginning and ending NOR trust balance:

#### Attachment A

## Summary of Expenditures for Park Improvement Fund For Fiscal Year 2019-20

			Total Expendiures for	% of Total Project Cost
			Park Development	funded with park impact
Project, Zone	Fee Type:	Project Description	Fund (Fund 321)	fees and interest earnings
CITY				
P8C220, 1	Acquisition	Bridle Creek Park	273,346.19	64.78%
P8C220, 1	Development	Bridle Creek Park	600,000.00	57.12%
P8C234, 1	Development	Sports Village Phase IV	12,922.87	1.37%
P5C135, 1	Development	Belcourt Park	1,153,280.00	100.00%
P9C212, 2	Development	Jastro Park Pickle Ball	84,134.85	82.63%
		TOTAL CITY	<u>2,123,683.91</u>	
NOR				
				0%
		TOTAL NOR	0.00	
		TOTAL NOR	<u>0.00</u>	

TOTAL CITY & NOR \$ 2,123,683.91

#### **Attachment B**

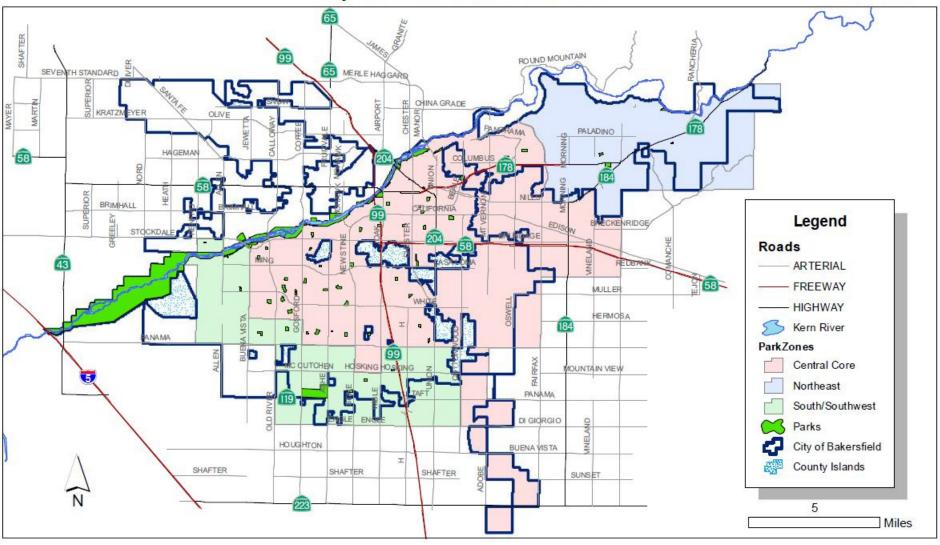
# **CITY OF BAKERSFIELD**

# CAPITAL IMPROVEMENT PROGRAM FIVE-YEAR PLAN PROJECT SUMMARY BY DEPARTMENT RECREATION AND PARKS

Total	337,200	283,200	250,000	95,000	95,000	350,000	350,000	350,000	50,000	180,000	171,400	90,000	65,000	350,000	800,000	750,000	65,000	56,000	4,687,800
F	<b>6</b>																		40
	,	٠	•	•	٠	٠	•	٠	٠	•	٠	٠	1	1	٠	٠	1	•	'
FY 2023-2024	\$																		↔
FY 2022-2023		٠	•	•	•	٠	•	•	٠	•	٠	•	•	•	•	٠	1	•	
ш	s											Ļ							49
FY 2021-2022	· \$																		\$
		•	•	•			000	000	000	000	00:	000	٠	•	·		00	•	001
FY 2020-2021							350,000	350,000	50,000	180,000	171,400	90,000					65,000		1,256,400
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FY 2019-2020	337,200	283,200	250,000	95,000	95,000	350,000							65,000	350,000	800,000	750,000		56,000	3,431,400
# 5	↔																		Total \$
Fund #	311	311	311	311	311	311	311	311	311	311	311	311	321	111	312	312	311	311	Ĕ
Source	COF	COF	COF	COF	COF	COF	COF	COF	COF	COF	COF	COF	PIF	CDBG	MEASN	MEASN	COF	COF	
Ward	2	2	9	9	7	2	7	4	2	2	2	₹	c	7	₹	₹	4	_	
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# Project Title	MCM POOL SAND FILTER REPL	JEFFERSON SAND FILTERS	SEASONS PARK PLGD REHAB	SILVER CREEK POOL DECK RE	WIBLE RD PRE-CAST WALL RE	TEVIS PARK PLGD REHAB	STONE CREEK PLGD REHAB	WINDSOR PARK PLGD REHAB	AMTRAK STATION PLGD	HAGGIN OAKS PK TENNIS CT	LAS PALMAS WALL REPAIRS	UPGRADE MAXICOM MODEMS	BEALE DABY BESTBOOM	BEALE I AIN INES INCOM NET E	P0C315 DROUGHT RELATED TREE REPL	SMALL PLANT REPLACEMENT	SPECTRUM AMPTH. REPAINT	MLK SEC. CAMERA UPDATE	
Project #	P0C301	P0C302	P0C303	P0C304	P0C305	P0C306	P0C307	P0C308	P0C309	P0C310	P0C311	P0C312	P0C314		P0C315	P0C316	P0C317	P0C318	

#### City of Bakersfield - Park Zones

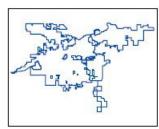
#### Attachment C





Prepared by the City of Bakersfield, CA, Division of Information Technology, Geographic Information Services.

The City of Bakersfield makes no warranty, representation, or guarantee regarding the accuracy of this map. This map is intended for display purposes only and does not replace official recorded documents.





#### **ADMINISTRATIVE REPORT**

**MEETING DATE:** 12/16/2020 Public Safety/Vital Services Measure am.

TO: Honorable Mayor and City Council

FROM: Nick Fidler

**DATE:** 11/23/2020

WARD: Ward 1

**SUBJECT:** Agreement with California Air Systems, Inc. (\$40,500), for the

installation of kitchen hood system components at the Brundage Lane

Navigation Center.

#### STAFF RECOMMENDATION:

Staff recommends approval of the agreement.

#### **BACKGROUND:**

In October 2020, the City of Bakersfield completed the necessary construction to convert the old CALCOT building, located at 1900 East Brundage Lane, into the Brundage Lane Navigation Center (BLNC). The facility is open and providing support services to low barrier homeless clients. The BLNC can house up to 150 beds, provide medical and mental care service, job training and other comprehensive services to its clients.

However, the kitchen has not yet been completed. Currently, City staff is constructing the kitchen. The deadline for completion is December 30, 2020. In order to complete the kitchen area for the BLNC by the deadline, an outside contractor, who specializes in hood installations, will need to complete the following work installing: captive air hoods, exhaust fans, stainless steel backing, welded grease duct with fire wrap, and all duct other work for make up air units.

City staff received the following proposals to complete the work:

1. California Air Systems, Inc. \$40,500.00

2. EMCOR Services- Mesa Energy Systems, Inc. \$70,175.00

3. ACCO Engineered Systems \$62,916.00

Staff recommends approval of the agreement with California Air Systems, Inc. as they submitted the most favorable proposal. This project is budgeted with PSVS funds, so there will be no General Fund impact.

#### ATTACHMENTS:

Description Type

<b>AGREEMENT</b>	NO.	

#### INDEPENDENT CONTRACTOR'S AGREEMENT

[Over \$40,000]

	This <b>INDEPENDENT</b>	CONTRACTOR'S	AGREEMEN	NT (".	Agreeme	nt")	is mo	ade
and	entered into on _	<u></u>	, by	and	between	the	CITY	OF
BAKE	<b>ERSFIELD</b> , a municipo	al corporation,	("CITY") and	d CA	LIFORNIA	AIR	SYSTE	MS,
	("CONTRACTOR").		•					·

#### RECITALS

WHEREAS, CONTRACTOR represents that CONTRACTOR is experienced, well qualified and a specialist in the field of installation of commercial air hoods and exhaust fans.

**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: Install all captive air hoods and exhaust fans, stainless wall backing as needed, all sixteen (16) gauge welded grease duct with fire wrap, and all duct work for make-up air units at the Brundage Lane Navigation Center located 1900 East Brundage Lane, Bakersfield, California 93307.

("Scope of Work"). The Scope of Work shall include all items and procedures necessary to properly complete the task CONTRACTOR has been hired to perform, whether specifically included in the Scope of Work or not. See **Exhibit "A"** attached hereto.

2. <u>COMPENSATION/PAYMENT PROCEDURE</u>. Subject to the conditions of this section, CITY will pay CONTRACTOR as follows for performing the Scope of Work ("Compensation"):

A total, lump sum payment of \$40,500.00 after the Scope of Work is completed to CITY's satisfaction.

CITY will pay CONTRACTOR within 30 days after CONTRACTOR submits an itemized invoice for the portions of the Scope of Work completed and that invoice is approved by CITY. The Compensation will be the total

amount paid to CONTRACTOR for performing the Scope of Work and includes, but is not limited to, all out-of-pocket costs and taxes. CITY will pay no other compensation to CONTRACTOR. In no case will CITY compensate CONTRACTOR more than \$40,500.00 for performing the Scope of Work.

- 3. <u>IERM.</u> Unless terminated sooner, as set forth herein, this Agreement shall terminate on <u>November 30, 2021</u>.
- 4. <u>IERMINATION</u>. 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. <u>INDEPENDENT CONTRACTOR</u>. 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. <u>DIRECTION</u>. 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. <u>STARTING WORK.</u> 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. <u>KEY PERSONNEL</u>. 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. <u>INCLUDED DOCUMENTS</u>. 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. <u>LICENSES</u>. CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits and approvals which are legally required for CONTRACTOR to practice its profession and perform the Scope of Work. If CONTRACTOR is a corporation, at least one officer or key employee shall hold the required licenses or professional degrees. If CONTRACTOR is a partnership, at least one partner shall hold the required licensees or professional degrees.
- 13. <u>STANDARD OF PERFORMANCE</u>. 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.
- SB 854 COMPLIANCE. To the extent Labor Code Section 1771.1 applies to 14. 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 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 <u>Types and Limits of Insurance</u>. 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").
  - 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, with limits of \$1,000,000 per occurrence combined single limit.
  - 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 \$1,000,000 per occurrence/ general aggregate. The policy must:
    - 16.1.2.1 Provide contractual liability coverage;
    - **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.
  - Workers' compensation insurance with employers' liability limits of \$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.

- 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. Contractor shall be solely responsible for its deductibles and/or self-insured retentions.
- All policies required of CONTRACTOR where additional insured status is afforded 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 required 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.

- 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 throughout the warranty period.
- 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 limits obtained and carried by CONTRACTOR in connection with this Agreement. CONTRACTOR liability beyond the policy limits are to the direct account of the CONTRACTOR.
- 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 subcontractors.
- 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.
- 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, to such extent 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. <u>ACCOUNTING RECORDS</u>. 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. <u>BINDING EFFECT</u>. 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. <u>CORPORATE AUTHORITY</u>. 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. <u>COUNTERPARTS</u>. 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. <u>EXHIBITS</u>. 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. <u>INTERPRETATION</u>. 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:

CALIFORNIA AIR SYSTEMS, INC.

501 East 19th Street

Bakersfield, California 93305

**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. <u>TITLE TO DOCUMENTS</u>. 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 N	umber_	Up	-4411	198
CONTRACTOR is a corporation?	Yes	Χ	No	

[Signatures on Following Page]

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the date first written above.

"CITY"	"CONTRACTOR"
CITY OF BAKERSFIELD	CALIFORNIA AIR SYSTEMS, INC.
By:KAREN GOH Mayor	By: Jall  Print Name: Kyte Carter  Title: President
APPROVED AS TO FORM: VIRGINIA GENNARO City Attorney	
By:	
Insurance:	_
APPROVED AS TO CONTENT: PUBLIC WORKS DEPARTMENT	
By:	_
COUNTERSIGNED:	
By:	_
Attachments: Exhibit A and C	ertificates of Insurance

EXHIBIT	A
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### CALIFORNIA AIR SYSTEMS, INC.

CA License #882926 501 E. 19th Street Bakersfield, CA 93305 Phone: 661-869-1708

Fax: 661-869-0307

# **Proposal**

Date	Proposal #
Date	Proposal #
8/19/2020	4982

Name / Address	
CITY OF BAKERSFIELD	
4101 TRUXTUN AVE	
BAKERSFIELD, CA 93309	

Project/Address		

#### BHNC BUILDING HOMELESS SHELTE

Description		Total
INSTALLING ONLY ALL CAPTIVE AIR HOODS AND EXHAUST FANS INSTALLED BY CAS PROVIDED BY CONTRACTOR ALL STAINLESS WALL BACKING AS NEEDED BEHIND HOODS STAINLESS PROVIDED BY CONTRACTOR SUPPLYING AND INSTALLING ALL 16 GAUGE WELDED GREASE DUCT WITH FIRE WRAP AS NEEDED TO VENT THROUGH ROOF ALL DUCT WORK FOR MAKE UP AIR UNITS		
DIR# 100035753		40,500.00
NOTE : PRICE INCLUDES PREVAILING WAGE		
Note: This proposal may be withdrawn by us if not accepted in 30 days. Payment is due 15 days upon receiving service invoice. All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alterations or deviation from above specifications involving extra costs will become an extra charge over and above estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner is to carry Fire and other necessary insurance. Our workers are fully covered by workers compensation. Accounts overdue beyond 30 days of billing will be charged at an interest rate of 18% per annum of unpaid balance plus incidental collection costs, including attorney fees. If either party commences legal action to enforce its rights pursuant to this agreement, the prevailing party in said legal action shall be entitled to recover its reasonable attorney fee's and cost of litigation relating to said legal action, as determined by a court in competent jurisdiction.  The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do work as specified. Payment will be made as outlined above.  Authorized Signature  Date Accepted		
	Subtotal	\$40,500.00
	Sales Tax	(0.0%) \$0.00
EXCLUDES:GAS, ELECTRICAL, CONDENSATE, PERMITS, AIR TEST, ANSOL SYSTEM AND HOOK UP	Total	\$40,500.00



# **ADMINISTRATIVE REPORT**

**MEETING DATE:** 12/16/2020 Public Safety/Vital Services Measure an.

**TO:** Honorable Mayor and City Council

**FROM:** Christopher Boyle, Development Services Director

DATE:

WARD: Ward 2

SUBJECT: Amendment No. 1 to Agreement No. 2020-225 Golden Empire

Affordable Housing Inc. II (GEAHI II) Decatur Hotel Senior Housing.

#### STAFF RECOMMENDATION:

Staff recommends approval of the amendment.

#### **BACKGROUND:**

On October 18, 2019, staff issued a Request for Proposals (RFP) for developers and interested parties to utilize up to \$5 million in funding to build affordable housing within the City of Bakersfield. Twelve applications were received. Staff reviewed, scored, and ranked the applications based on the following criteria: developer experience, the applications compatibility with the surrounding area, project readiness, consistency with the goals of the Public Safety and Vital Services (PSVS) measure, and application completeness. The Decatur Hotel Senior Housing project submitted by Golden Empire Affordable Housing Inc. II (GEAHI II) was rated as the second highest scoring application. The application requested \$1.5 million to support the acquisition and rehabilitation of an existing hotel to add 27-units of affordable housing, which will be available to senior citizens who are 62 years of age and older. The property is located at 2027 19<sup>th</sup> Street in downtown Bakersfield.

#### PROJECT INFORMATION:

On October 21, 2020, Council approved Agreement No. 2020-225. The agreement requested \$1.5 million to support the rehabilitation of twenty-seven (27) affordable housing units as part of the rehabilitation of an existing hotel in Central Bakersfield. Staff and GEAHI II now desire to change the period of affordability to 20 years to match the expected terms of the Notice of Funding Availability dated October 18, 2019.

Agreement

#### **ATTACHMENTS:**

Description Type

☐ Amendment #1 to Agreement 2020-225

AMENDMENT NO. 1 TO AGREEMENT NO.	
----------------------------------	--

# PUBLIC SAFETY AND VITAL SERVICES PROGRAM AGREEMENT FOR THE CONSTRUCTION OF AFFORDABLE HOUSING

THIS AMENDMENT NO. 1 TO AGREEMENT NO. 2020-225 is made and entered into on by and among the CITY OF BAKERSFIELD, a charter city and municipal corporation ("CITY" herein) and the GOLDEN EMPIRE AFFORDABLE HOUSING INC. II ("DEVELOPER" herein).

#### RECITALS:

WHEREAS, On November 6, 2018, the Public Safety and Vital Services measure was passed by the voters to address top community priorities, including reducing homelessness and construction of affordable housing for very low, low and moderate-income households; and

WHEREAS, on October 18, 2019 the CITY advertised the availability of affordable housing funding available through the Public Safety Vital Services (PSVS) funding to developers and interested parties; and

WHEREAS, on November 22, 2019 the Request for Proposals (RFP) period was closed; staff evaluated 12 applications from interested parties requesting funds; and

WHEREAS, the Decatur Senior Housing proposal submitted by the Golden Empire Affordable Housing Inc. (GEAH) was rated second among the applications reviewed by staff; and

WHEREAS, on October 21<sup>st</sup>, 2020 the Bakersfield City Council approved the allocation of \$1.5 million to the Decatur Hotel rehabilitation within the City of Bakersfield; and

WHEREAS, CITY and DEVELOPER desire to amend the affordability term in agreement No. 2020-225 to match the affordability term in the Notice of Funding Availability (NOFA) for an affordability period of twenty (20) years on the property.

**NOW, THEREFORE,** incorporating the foregoing recitals herein, CITY and DEVELOPER mutually agree as follows:

1. Section 1.2 of Agreement No. 2020-225 is hereby amended as follows:

"Period of Affordability" means a twenty (20) year time period, beginning at Project Completion, during which period said housing must be affordable to all tenants of PSVS-assisted units in accordance with California Health and Safety Code 50053 and City requirements.

2. Section 2.3 of Agreement No. 2020-225 is hereby amended as follows:

<u>Period of Affordability.</u> The "Period of Affordability" shall be Twenty (20) years and shall commence with Project Completion. If DEVELOPER is not in full compliance with the terms of this Agreement at any time during the term of this Agreement, it shall be an event of default subject to the provisions set forth in

#### Section 6 of this Agreement.

3. Section 4.12.2 of Agreement No. 2020-225 is hereby amended as follows:

A Regulatory Agreement will be recorded on the Project Property requiring that the PSVS-assisted rental units remain affordable for a period of twenty (20) years after Project Completion. A copy of the Regulatory Agreement is attached as Exhibit "F."

4. Section 4.13.6 of Agreement No. 2020-225 is hereby amended as follows:

<u>Subawards and Monitoring</u>. CITY has the right, but not the obligation, to monitor and supervise the administration and implementation of the Property annually for a period of twenty (20) years following completion of the project

5. Section 5.1 of Agreement No. 2020-225 is hereby amended as follows:

DEVELOPER covenants and agrees for itself, its successors, its assigns and every successor in interest that during construction and thereafter, DEVELOPER, its successors and assigns shall devote the Project Property as very-low income housing for a period of twenty (20) years from date of Project Completion.

- **6. Exhibit "B" SCOPE OF PROJECT** of Agreement 2020-225 is hereby amended and attached hereto and is incorporated herein by reference.
- 7. Exhibit "D" PROMISSORY NOTE of Agreement 2020-225 is hereby amended and attached hereto and is incorporated herein by reference.
- **8. Exhibit "F" REGULATORY AGREEMENT** of Agreement 2020-225 is hereby amended and attached hereto and is incorporated herein by reference.
- 9. Except as amended herein, all other provisions of Agreement 2020-225 shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 1 to Agreement 2020-225 to be executed by the day and year first-above written.

"CITY"	"DEVELOPER"
CITY OF BAKERSFIELD	GOLDEN EMPIRE AFFORDABLE HOUSING INC. II
By: KAREN GOH Mayor	By: DIANA ELLIOTT Executive Director
APPROVED AS TO FORM: VIRGINIA GENNARO City Attorney	
By: JOSHUA H. RUDNICK Deputy City Attorney II	
APPROVED AS TO CONTENT: ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT	
By::  CHRISTOPHER BOYLE  Development Services Director	
COUNTERSIGNED:	
By: RANDY MCKEEGAN Finance Director	

#### **EXHIBIT "A"**

#### **Legal Description**

Real property in the City of Bakersfield, County of Kern, State of California, described as follows:

LOTS 9 AND 10 IN BLOCK 240 OF THE CITY OF BAKERSFIED, COUNTY OF KERN, STATE OF CALIFORNIA, AS PER MAP RECORDED NOVEMBER 25, 1898 IN BOOK 1, PAGES 13 AND 14 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 004-120-02

#### **EXHIBIT "B"**

# SCOPE OF PROJECT Decatur Senior Housing

#### Purpose

Golden Empire Affordable Housing Inc. II is proposing to rehabilitate the Decatur Hotel into 27 affordable housing units for seniors (62+) with incomes less than 50% AMI in the City of Bakersfield. The Project includes twenty-one studios, five one-bedroom units, and a managers unit at 2027 19<sup>th</sup> Street (APN: 004-120-02). City's contribution to this project is no more than \$1,500,000.00 in PSVS funds. Golden Empire Affordable Housing Inc. II will oversee the sites rehabilitation and own the project once improved.

The remaining project funds for construction and permanent financing will consist of a carryback note from the seller, and a deferred developer fee. DEVELOPER, at its discretion and approval by the CITY, may use any additional or alternative funding sources for the construction of the Project. Construction is anticipated to begin by January 2021, and be completed by June 2021.

#### Description

The City's contribution of approximately \$1,500,000.00 will be a loan to DEVELOPER at 3% simple interest, calculated from residual receipts, with a term of fifty-five (55) years. The period of affordability will be twenty (20) years and secured by a Deed of Trust on the property.

Construction Costs: The PSVS funds will be used for eligible soft and hard construction costs. Under this agreement, cost which were incurred within prior to the date of this agreement will be eligible for payment under this agreement. The following tables show the total sources for the project.

Source of Funds	Estimated Dollar Amount
Seller Carryback Note	\$350,000
City of Bakersfield PSVS Funds	\$1,500,000
Deferred Developer Fee	\$44,684
TOTAL FUNDS	\$1,894,684

Uses	Estimated Dollar Amount
Land Costs/Acquisition	\$980,000
Rehabilitation	\$680,000
Architectural/Engineering Fees	\$45,000
Financing and Title	\$22,384
Legal	\$5,000
Contingency/Relocation	\$78,000
Developer Overhead and Fees	\$50,000
Other	\$34,300
TOTAL FUNDS	\$1,894,684

#### Reporting

DEVELOPER will be responsible for ensuring that the PSVS assisted units remain affordable for a period of twenty (20) years from the date of the Notice of Completion. To ensure compliance, the City will monitor DEVELOPER's program on a yearly basis. DEVELOPER will submit yearly reports each April 1st, beginning after Project Completion, to the City to ensure that each housing unit is being utilized, and occupied, for an affordable housing recipient. These annual reports will

also include financial statements showing the availability and/or payment of loan principal and interest out of Residual Receipts. Additionally, financial statements shall be submitted annually to show the financial condition and continued financial viability of the project. The information required by the City in these reports will be given to DEVELOPER within 60 days of Council approval. The City reserves the right to add reporting requirements.

#### Schedule of Performance

Assuming construction starts by October 2020. Loan funds in the amount of \$1,500,000.00 will be available to DEVELOPER for no more than twenty-four months from the date of City Council approval. The following schedule initiates from the date of City Council approval.

Activity	Estimated Completion
Financing Secured	October 2020
Property Acquisition	December 2020
Construction Starts	January 2021
Construction Completed	June 2021
Achievement of Sustained Occupancy	July 2021

#### **EXHIBIT "D"**

# PROMISSORY NOTE (With Interest)

Property located at scattered sites throughout Bakersfield, CA (legal description attached hereto. Exhibit "A")

	Bakersfield, California
(Date)	("the Property")

#### 1. PARTIES

"Borrower" means GOLDEN EMPIRE AFFORDABLE HOUSING INC. II. "Lender" means THE CITY OF BAKERSFIELD, and its successors and assigns.

#### 2. BORROWER'S PROMISE TO PAY

In return for a loan received from Lender, Borrower promises to pay the sum of ONE MILLION AND FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$1,500,000.00) (this amount is called "principal"), with interest, to the order of the Lender. Payment shall come out of the Residual Receipts from the Project.

#### 3. INTEREST

The City Loan shall be due and payable as of the Maturity Date unless repaid sooner as set forth in this Agreement or the Note. In the event DEVELOPER prepays the City Loan before the Maturity Date, DEVELOPER shall pay accrued interest up to that point. Borrower shall pay simple interest at a rate of three percent (3%) per year. DEVELOPER shall begin making annual payments of principal and interest from Residual Receipts in the year following Project Completion, as defined herein. Payments shall be made from 50% of available Residual Receipts. Lender shall apply such payments first to pay current annual interest due, then the cumulative interest owed, and then to reduce the principal amount of the City Loan.

#### 4. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a deed of trust that is dated the same date as this Note and called the "Security Instrument." That Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

This Note is a uniform instrument with limited variations in some jurisdictions. The Security Instrument describes how and under what conditions Borrower may be required to make immediate payment in full of all amounts owed under this Note. Some of those conditions are described as follows:

(a) Borrowers compliance; Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in the Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and

Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over the Security instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall be payable upon notice from Lender to Borrower requesting payment.

- (b) Default. Lender may, require immediate payment in full of all sums due under this Note if:
- (i) Borrower defaults by failing, for a period of sixty (60) days, to perform any obligations contained in the Security Instrument.
- (ii) Borrower defaults by failing, for a period of sixty (60) days, to perform any obligations contained in City of Bakersfield Agreement <u>2020-225</u> and any amendments thereto.
- (c) Transfer of the Property or a Beneficial Interest in Borrower. Except as permitted in the Agreement, if all or any part of the Property or any interest in it is sold or transferred to an entity of which Borrower is not a partner, Lender may, at its option, require immediate payment of this Note. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of the Security Instrument.

If the Lender has required Borrower to pay immediately in full as described above, the Lender will have the right to be paid back by Borrower for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

(d) The Note is evidence of the loan made pursuant to City of Bakersfield Agreement No. 2020-225.

#### 5. MANNER OF PAYMENT

The Borrower agrees to pay the entire unpaid principal amount advanced under the Loan Documents and this Note, together with all accrued but unpaid interest thereon, on the earlier of fifty-five (55) years from the date first set forth above (the "Maturity Date"), or upon sale or transfer of the Property without the consent of Lender unless demanded earlier pursuant hereto. Payments shall be made in accordance with the terms of City of Bakersfield Agreement No. 2020-225.

#### 6. BORROWER'S RIGHT TO PREPAY

Borrower has the right to make payments of principal at any time before the Maturity Date. Provided, however, that Borrower acknowledges that prepayment of this Note does not affect Borrower's obligation under the Regulatory Agreement and affordability covenants, which shall remain for a period of twenty (20) years from Project Completion.

Borrower may make a full prepayment or partial prepayments without paying any prepayment charge.

Lender will use all prepayments to reduce the amount of principal that is owed under this Note. If Borrower makes a partial prepayment, there will be no changes in the Maturity Date unless the Lender agrees in writing to those changes.

#### 7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the following address: 601 24th Street, Bakersfield, CA 93301, Suite B.

Any notice that must be given to the Lender under this Note will be given by mailing it by first class mail to 1715 Chester Avenue, Bakersfield, CA 93301 or a different address if Borrower is given a notice of that different address.

#### 8. OBLIGATIONS OF BORROWER UNDER THIS NOTE

The Borrower is fully obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note.

#### 9. NONRECOURSE

The obligations set forth herein are nonrecourse obligations of Borrower, its officers, employees, partners or agents. Neither Borrower nor any other party shall have any personal liability for repayment of the loan. The sole recourse of CITY for repayment of the principal and interest shall be the exercise of CITY's rights against the Project Property as that term is defined in Agreement No. 2020-225.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.

Borrower.	
By: Golden Empire Afford	able Housing Inc. II,
Ву:	Date:
Diana Elliott	

#### Exhibit "A"

#### **LEGAL DESCRIPTION:**

Real property in the City of Bakersfield, County of Kern, State of California, described as follows:

LOTS 9 AND 10 IN BLOCK 240 OF THE CITY OF BAKERSFIED, COUNTY OF KERN, STATE OF CALIFORNIA, AS PER MAP RECORDED NOVEMBER 25, 1898 IN BOOK 1, PAGES 13 AND 14 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 004-120-02

### RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO: City of Bakersfield 1715 Chester Avenue Bakersfield, California 93301 Attention: Economic Development Director This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383 REGULATORY AGREEMENT THIS REGULATORY AGREEMENT (the "Agreement") is entered into as of , 2020, by and between the CITY OF BAKERSFIELD, a charter city and municipal corporation (the "City"), and GOLDEN EMPIRE AFFORDABLE HOUSING INC. II (the "DEVELOPER"). RECITALS DEVELOPER has acquired certain real property located within the City of Bakersfield, as particularly described in the Legal Description attached hereto as Exhibit "A", which is incorporated herein by reference (the "Site"). DEVELOPER desires to develop a multi-family housing complex consisting of twenty-eight units of affordable housing development on the Site (the "Project Property"), and to make available and rent the apartment units within the Project Property (the "Housing Units") for very low, low, and moderate-income persons at an affordable rent. DEVELOPER and City have entered into a PSVS Agreement (the "PSVS and any amendments thereafter. Subject to Agreement") dated as of the terms and conditions therein, the DEVELOPER has agreed to acquire the Site and construct and operate the Project Property, the City has agreed to provide financial assistance to DEVELOPER, and the DEVELOPER has agreed to make available and lease twenty-six (26) PSVS-assisted Housing Units to households making 50% of the area median income (AMI) as defined annually by the California Department of Housing and Community Development (HCD), all at an Affordable Rent (as those terms are defined herein). The execution and recording of this Agreement is a requirement of the PSVS Agreement. NOW, THEREFORE, the parties hereto agree as follows: Number of Affordable Units. DEVELOPER agrees to make available, restrict

**EXHIBIT "F"** 

occupancy to, and rent twenty-six (26) of the PSVS-assisted Housing Units to 50% AMI

Duration of Affordability Requirements. The Housing Units shall be subject to

Households, all at an Affordable Rent (as those terms are defined herein).

2.

the requirements of this Agreement for twenty (20) years from the date of project completion, which shall occur on the date a certificate of occupancy is issued for the project site in accordance with the definition of Project Completion as enumerated in 24 CFR 92.2. The duration of this requirement shall be known as the "Affordability Period."

- 3. Selection of Tenants. DEVELOPER shall be responsible for the selection of tenants for the Housing Units in compliance with lawful and reasonable criteria, as set forth in the Management Plan which is required to be submitted and approved by the City pursuant to Section 9 hereof. Further, all tenants shall qualify as senior citizens (62 years of age and over).
- 4. Household Income Requirements. Following the initial lease-up of the Housing Units, and annually thereafter, the DEVELOPER shall submit to City, at DEVELOPER 's expense, a summary of the income, household size and rent payable by each of the tenants of the Housing Units. At the request of City, the DEVELOPER shall also provide to the City completed income computation and certification forms, in a form reasonably acceptable to the City, for any such tenant or tenants. DEVELOPER shall obtain, or shall cause to be obtained by the Property Manager, a certification from each household leasing an Affordable Unit demonstrating that such household is a Very Low Income Household, as applicable, and meets the eligibility requirements established for the Housing Unit. DEVELOPER shall verify, or shall cause to be verified by the Property Manager, the income certification of the household.

For purposes of this Agreement, the "Kern County Median Income" shall be determined pursuant to the regulations published by the California Department of Housing and Community Development, or its successor.

For the purposes of this Agreement, "household income" means the calculated annual income of the household in accordance 24 CFR 92.203(b)(1).

5. Affordable Rent. The maximum Monthly Rent chargeable for the Affordable Units including a reasonable utility allowance, shall not exceed (as applicable, the "Affordable Rent"): For very low-income households, the product of 30 percent times 50 percent of the area median income adjusted for family size appropriate for the unit as defined in California Health and Safety Code 50053(b)(2).

For purposes of this Agreement, "Monthly Rent" means the total of monthly payments for (a) use and occupancy of each Affordable Unit and land and facilities associated therewith, (b) any separately charged fees or service charges assessed by the DEVELOPER which are required of all tenants, other than security deposits, (c) a reasonable allowance for an adequate level of service of utilities not included in (a) or (b) above, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuels, but not including telephone service, and (d) possessory interest, taxes or other fees or charges assessed for use of the land and facilities associated therewith by a public or private entity other than DEVELOPER. In the event that all utility charges are paid by the landlord rather than the tenant, no utility allowance shall be deducted from the rent.

For purposes of this Agreement, the "Kern County Median Income" shall be determined pursuant to the regulations published by the California Department of Housing and Community Development, or its successor.

6. Compliance with Other Programs. Where rent or occupancy restrictions of other financing sources, including Federal or State Tax Credits and sources from the Department of Housing and Community Development overlap PSVS-assisted units, the stricter of the two

programs requirements shall apply.

- 7. Marketing Program. Each Affordable Unit shall be leased to tenants selected by the DEVELOPER who meet all of the requirements provided herein. DEVELOPER shall prepare and obtain City's approval, which approval shall not be unreasonably withheld, of a marketing program for the leasing of the Affordable Units at the Housing Project (the "Marketing Program"). The leasing of the Affordable Units shall thereafter be marketed in accordance with the Marketing Program as the same may be amended from time to time with City's prior written approval, which approval shall not unreasonably be withheld. The City agrees to exercise reasonable efforts to assist DEVELOPER in connection with the implementation of the Marketing Program; provided, however, City shall not be under any obligation to incur any out-of-pocket expenses in connection therewith.
- 8. Maintenance. DEVELOPER, for itself and its successors and assigns, hereby covenants and agrees to maintain and repair or cause to be maintained and repaired the Site and all related on-site improvements and landscaping thereon, including, without limitation, buildings, parking areas, lighting, signs and walls in a first class condition and repair, free of rubbish, debris and other hazards to persons using the same, and in accordance with all applicable laws, rules, ordinances and regulations of all federal, state, and local bodies and agencies having jurisdiction, at DEVELOPER sole cost and expense. Such maintenance and repair shall include, but not be limited to, the following: (i) sweeping and trash removal; (ii) the care and replacement of all shrubbery, plantings, and other landscaping in a healthy condition; and (iii) the repair, replacement and restriping of asphalt or concrete paving using the same type of material originally installed, to the end that such savings at all times be kept in a level and smooth condition. In addition, DEVELOPER shall be required to maintain the Property in such a manner as to avoid the reasonable determination of a duly authorized official of the City that a public nuisance has been created by the absence of adequate maintenance such as to be detrimental to the public health, safety or general welfare or that such a condition of deterioration or disrepair causes appreciable harm or is materially detrimental to property or improvements within one thousand (1,000) feet of such portion of the Site.
- (a) Maintenance of Improvements. DEVELOPER covenants and agrees for itself, its successors and assigns, and every successor in interest to the Site, or any part thereof, that DEVELOPER shall be responsible for maintaining all improvements that may exist on the Site or that may be constructed on the Site and any off-site improvements in accordance with the terms and conditions of the Regulatory Agreement. The foregoing maintenance shall run with the land in accordance with and for the term of the Regulatory Agreement. DEVELOPER's further obligations to maintain the Site, and Agency's remedies in the event of DEVELOPER's default in performing such obligations, are set forth in the Regulatory Agreement. DEVELOPER hereby waives any notice, public hearing, and other requirements of the public nuisance laws and ordinances of the City that would otherwise apply, except as specified in said Regulatory Agreement. Upon the sale of any portion of the Site, DEVELOPER (but not DEVELOPER's successor) shall be released from the requirements imposed by this Section 6.5, and the financial liability therefor, as to the portion of the Site conveyed.
- 9. Management Plan; Property Management. The DEVELOPER shall submit for the reasonable approval of the City a "Management Plan" which sets forth in detail the DEVELOPER's property management duties, a tenant selection process in accordance with Section 6 hereof, a security system and crime prevention program, the procedures for the collection of rent, the procedures for eviction of tenants, the rules and regulations of the Housing Project and manner of enforcement, a standard lease form, an operating budget, the identity of the manager of the Housing Project (the "Property Manager"), and other matters relevant to the

management of the Housing Project. The management of the Housing Project shall be in compliance with the Management Plan, which is approved by the City.

If the City determines that the performance of the Property Manager is deficient based upon the standards set forth in the Management Plan and in this Agreement, it shall provide notice to the DEVELOPER of such deficiencies, and the DEVELOPER shall use its best efforts to correct such deficiencies. In the event that such deficiencies have not been cured within the time set forth in the Agreement, the City shall have the right to require the DEVELOPER to immediately remove and replace the Property Manager with another property manager or property management company which is reasonably acceptable to the City, which is not related to or affiliated with the DEVELOPER, and which has not less than five (5) years' experience in property management, including significant experience managing housing facilities of the size, quality and scope of the Housing Project.

- Capital Reserve Requirements. The DEVELOPER shall also, or cause the 10. Property Manager to, annually set aside such amount as may be required by the Housing Project lenders into a separate interest-bearing trust account in the name of the DEVELOPER (the "Capital Replacement Reserve"). Funds in the Capital Replacement Reserve shall be used for capital replacements to the Housing Project fixtures and equipment, which are normally capitalized under generally accepted accounting principles. The non-availability of funds in the Capital Replacement Reserve does not in any manner relieve the DEVELOPER of the obligation to undertake necessary capital repairs and improvements and to continue to maintain the Housing Project in the manner prescribed herein. Capital repairs to and replacement of the Housing Project shall include only those items with a long useful life, including without limitation the following: carpet and drape replacement; appliance replacement; exterior painting, including exterior trim; hot water heater replacement; plumbing fixtures replacement, including tubs and showers, toilets, lavatories, sinks, faucets; air conditioning and heating replacement; asphalt repair and replacement, and seal coating; roofing repair and replacement; landscape tree replacement; irrigation pipe and controls replacement; gas line pipe replacement; lighting fixture replacement; elevator replacement and upgrade work; miscellaneous motors and blowers; common area furniture replacement; common area repainting, and uninsured losses due to casualties such as earthquakes.
- 11. Non-Discrimination Covenants. DEVELOPER herein covenants by and for itself, its successors and assigns, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the Site and the Housing Project. The foregoing covenants shall run with the land.

Notwithstanding the immediately preceding paragraph, with respect to familial status, the immediately preceding paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in the immediately preceding paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to the immediately preceding paragraph.

All deeds, leases or contracts entered into by DEVELOPER relating to the Site and the Housing Project shall contain or be subject to substantially the following nondiscrimination or non-segregation clauses:

(a) In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

"Notwithstanding the immediately preceding paragraph, with respect to familial status, the immediately preceding paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in the immediately preceding paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to the immediately preceding paragraph."

(b) In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

"That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased.

"Notwithstanding the immediately preceding paragraph, with respect to familial status, the immediately preceding paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in the immediately preceding paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to the immediately preceding paragraph."

(c) In contracts: "There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or

enjoyment of the premises which are the subject of this Agreement, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

"Notwithstanding the immediately preceding paragraph, with respect to familial status, the immediately preceding paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in the immediately preceding paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to the immediately preceding paragraph."

The covenants established in this Section 11 shall, without regard to technical classification and designation, be binding for the benefit and in favor of the City and its successors and assigns, and shall remain in effect in perpetuity.

- 12. Monitoring and Recordkeeping. Throughout the Affordability Period, DEVELOPER shall comply with all applicable recordkeeping and monitoring requirements and shall annually complete and submit to City a report, prior to April 15 of each year, which includes the name, address, income and age of each occupant of an Affordable Unit, identifying the bedroom count and Monthly Rent for such Affordable Unit. Representatives of the City shall be entitled to enter the Housing Project, upon at least seventy-two (72) hours prior written notice, to monitor compliance with this Agreement, to inspect the records of the Housing Project, and to conduct an independent audit or inspection of such records. The DEVELOPER agrees to cooperate with the City in making the Housing Project available for such inspection or audit. DEVELOPER agrees to maintain records in businesslike manner, and to maintain such records for the term of this Agreement.
- the design, development and operation of the Housing Project in conformity with the AGREEMENT and all applicable laws, including all applicable state labor standards, City zoning and development standards, building, plumbing, mechanical and electrical codes, and all other provisions of the City Municipal Code, and all applicable disabled and handicapped access requirements, including without limitation the Americans With Disabilities Act, 42 U.S.C. Section 12101, et seq., Government Code Section 4450, et seq., Government Code Section 11135, et seq., the Unruh Civil Rights Act, Civil Code Section 51, et seq., Civil Rights Act of 1986, Title VII of the 1968 Civil Rights Act, California Rumford Fair Housing Act of 1968 and the Fair Housing Amendments Act of 1988, The California Fair Employment and Housing Act, The Unruh Act (California Government Code Section 51), The Ralph Civil Rights Act (California Civil Code Section 51.7), The Bane Civil Rights Act (California Civil Code Section 52.1), California Government Code Sections 111135, 65008 and 65589.5.
- 14. Duty to Prevent Hazardous Material Contamination. During the development and operation of the Housing Project, the DEVELOPER shall take all necessary precautions to prevent the release of any Hazardous Materials into the environment on or under the Site. Such precautions shall include compliance with all Governmental Requirements with respect to Hazardous Materials. The DEVELOPER shall notify the City, and provide to the City a copy or copies, of any notices of violation, notices to comply, citations, inquiries, clean-up or abatement orders, cease and desist orders, reports filed pursuant to self-reporting requirements and reports filed or applications made pursuant to any Governmental Requirement relating to Hazardous

Materials and underground tanks, and the DEVELOPER shall report to the City, as soon as possible after each incident, any unusual, potentially important incidents in the event of a release of any Hazardous Materials into the environment.

For purposes of this Section 14, "Governmental Requirements" shall mean all laws, ordinances, statutes, codes, rules, regulations, orders and decrees of the United States, the state, the county, the City, or any other political subdivision in which the Housing Project is located, and of any other political subdivision, City or instrumentality exercising jurisdiction over the City, the DEVELOPER or the Housing Project.

For purposes of this Section 14, "Hazardous Materials" means any substance, material, or waste which is or becomes, regulated by any local governmental authority, the State of California, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law)), (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) friable asbestos, (vii) polychlorinated byphenyls, (viii) methyl tertiary butyl ether, (ix) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Code of Regulations, Division 4, Chapter 20, (x) designated as "hazardous substances" pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317), (xi) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act. 42 U.S.C. §§6901, et seq. (42 U.S.C. §6903) or (xii) defined as "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§9601, et seq. Notwithstanding the foregoing, "Hazardous Materials" shall not include such products in quantities as are customarily used in the construction, maintenance, Rehabilitation or management of residential developments or associated buildings and grounds, or typically used in residential activities in a manner typical of other comparable residential developments, or substances commonly ingested by a significant population living within the Housing Project, including without limitation alcohol, aspirin, tobacco and saccharine.

- 15. Successors and Assigns. This Agreement shall run with the land, and all of the terms, covenants and conditions of this Agreement shall be binding upon the DEVELOPER and the City and the permitted successors and assigns of the DEVELOPER and the City. Whenever the term "DEVELOPER" or "City" is used in this Agreement, such term shall include any other successors and assigns as herein provided.
- 16. No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the City and their successors and assigns, and DEVELOPER and its successors and assigns, and no other person or persons shall have any right of action hereon.
- 17. Partial Invalidity. If any provision of this Agreement shall be declared invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.
  - 18. Governing Law. This Agreement and the documents and other instruments given

pursuant hereto shall be construed in accordance with and be governed by the laws of the State of California. Any references herein to particular statutes or regulations shall be deemed to refer to successor statutes or regulations, or amendments thereto.

19. Amendment. This Agreement may not be changed orally, but only by agreement in writing signed by DEVELOPER and the City.

IN WITNESS WHEREOF, the parties hereto have executed this Regulatory Agreement effective as of the date and year set forth above.

"CITY"	"DEVELOPER"			
CITY OF BAKERSFIELD	GOLDEN EMPIRE AFFORM HOUSING INC. II	DABLE		
By: KAREN GOH Mayor	By: Diana Elliott Executive Director	Date:		
APPROVED AS TO FORM: VIRGINIA GENNARO City Attorney				
By: JOSHUA H. RUDNICK Deputy City Attorney II				
APPROVED AS TO CONTENT: ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT				
By: CHRISTOPHER BOYLE Development Services Director				
COUNTERSIGNED:				
By:  RANDY MCKEEGAN  Finance Director				

#### Exhibit "A"

#### **LEGAL DESCRIPTION:**

Real property in the City of Bakersfield, County of Kern, State of California, described as follows:

LOTS 9 AND 10 IN BLOCK 240 OF THE CITY OF BAKERSFIED, COUNTY OF KERN, STATE OF CALIFORNIA, AS PER MAP RECORDED NOVEMBER 25, 1898 IN BOOK 1, PAGES 13 AND 14 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 004-120-02

State of California
County of
On before me,, personally appeared, who
, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.
Signature (Seal)
State of California
County of
On before me,, personally appeared,
, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.
Signature(Seal



# **ADMINISTRATIVE REPORT**

**MEETING DATE**: 12/16/2020 Public Safety/Vital Services Measure ao.

TO: Honorable Mayor and City Council

**FROM:** Nick Fidler, Public Works Director

**DATE:** 12/1/2020

WARD:

**SUBJECT:** Amendment No. 1 to Agreement No. 2020-006 with Bakersfield

Homeless Center (\$389,400 revised not to exceed \$761,198 and extend term one year) to provide general cleanup services to Downtown

and Old Kern neighborhoods of Bakersfield.

#### STAFF RECOMMENDATION:

Staff recommends approval of the amendment.

#### **BACKGROUND:**

On January 8, 2020, City Council approved Agreement No. 2020-006 with the Bakersfield Homeless Center (BHC), for a one-year term and a not to exceed compensation amount of \$371,798, to provide general cleanup services in areas impacted by homelessness; excluding cleanup of human waste. The BHC provides these services in the Downtown and Old Kern neighborhoods in the City. These services are considered necessary due to a lack of cleanliness being a problem in these areas, and also provides opportunities to a segment population that needs assistance and an occupation, that being the clients of the BHC.

At this time, Staff recommends amending Agreement No. 2020-006 for an additional one-year term, expiring December 31, 2021, and increase the compensation by an additional \$389,400 to continue cleanup services for the City. There is an increase in annual compensation due to minimum wages rising in 2021.

The operating budget to pay for the services provided for under this agreement comes from the Public Safety and Vital Services Measure Fund; therefore, there is no impact to the General Fund.

#### **ATTACHMENTS:**

Description Type

Amendment 1 to Agreement No. 2020-006 Bakersfield Homeless Center

Agreement

<b>AGREEMENT</b>	NO.	

# AMENDMENT NO. [1] TO AGREEMENT NO. 2020-006

THIS	<b>AMENDMENT</b>	NO.	1 TO	<b>AGREEMENT</b>	NO.	2020-006	is	made	anc
entered in	to on		, by	and between	en the	CITY OF	BA	KERSFIE	LD, c
municipal (	corporation (re	eferred	l to he	erein as "CITY"	"), an	d BAKERS	FIEL	D HOM	ELESS
<b>CENTER</b> (re	ferred to herei	n as "C	CONTI	RACTOR").					

#### RECITALS

**WHEREAS**, on January 8, 2020, CITY and CONTRACTOR entered into Agreement No. 2020-006, where CONTRACTOR is experienced and well qualified in the field of litter removal within the "Downtown" and "Old Town Kern" areas of the City of Bakersfield through their previous experience providing services as the "Downtown Street Ambassadors"; and

**WHEREAS**, Agreement No. 2020-006 was entered into with a total compensation of THREE HUNDRED SEVENTY THOUSAND ONE THOUSAND SEVEN HUNDRED NINETY-EIGHT DOLLARS (\$371,798.00) and a term of one year to expire on December 31, 2020; and

**WHEREAS**, the Bakersfield City Council has expressed on numerous occasions, a specific interest in a continuation of these services past the expiration date through allocation of Public Services and Vital Safety Measure funds; and

**WHERAS**, the Bakersfield Citizen's Oversight Committee met on December 9, 2019 and unanimously voted to allocate \$1,500,000 toward homeless services and shelter operations, which would include continued funding for cleaning services; and

WHEREAS, CITY and CONTRACTOR desire to amend the term of Agreement No. 2020-006 to extend to December 31, 2021 and increase the compensation by THREE HUNDRED EIGHTY-NINE THOUSAND FOUR HUNDRED DOLLARS (\$389,400.00) for a total compensation not to exceed SEVEN HUNDRED SIXTY-ONE THOUSAND ONE HUNDRED NINETY-EIGHT DOLLARS (\$761,198.00).

**NOW, THEREFORE,** incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree as follows:

- 1. Section 2 of Agreement No. 2020-006 entitled "COMPENSATION" is hereby amended to read as follows:
  - 2. <u>COMPENSATION.</u> Compensation for all work, services or products called for under this Agreement shall be payable in accordance with section 3 "Payment Procedure" as stated below but in no event shall exceed an annual total of SEVEN HUNDRED SIXTY-ONE THOUSAND ONE HUNDRED AND NINETY-EIGHT DOLLARS (\$761,198.00).
- 2. Section 9 of Agreement No. 2020-006 entitled "TERM" is hereby amended to read as follows:
  - **9. <u>TERM.</u>** Unless terminated sooner as set forth herein, this Agreement shall terminate on December 31, 2021 and shall be renewable thereafter for three (3) consecutive one-year periods upon mutual written consent of the parties to this Agreement.
- 3. Except as amended herein, all provisions of Agreement No. 2020-006 shall remain in full force and effect.

written. "CITY" "CONTRACTOR" **CITY OF BAKERSFIELD** BAKERSFIELD HOMELESS CENTER By:\_\_ **KAREN GOH** Print Name: Louis Gill Mayor Title: CEO 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 COUNTERSIGNED: By:\_ **RANDY MCKEEGAN** 

IN WITNESS WHEREOF, the parties hereto have caused this Amendment

No. 1 to Agreement No. 2020-006 to be executed the day and year first above

**Finance Director** 



# **ADMINISTRATIVE REPORT**

**MEETING DATE:** 12/16/2020 Consent – Public Safety and Vital Services

Measure ap.

TO: Honorable Mayor and City Council

**FROM:** Christian Clegg, City Manager

**DATE:** 12/10/2020

WARD:

**SUBJECT:** Clean City Initiative - Agreement with California Highway Adoption

(\$558,720) for litter and bulky waste abatement services

#### **STAFF RECOMMENDATION:**

Staff recommends approval of the agreement.

#### **BACKGROUND:**

Over the past several years, there has been increased community interest in enhancing quality of life for residents and improving the City's "first impression" to visitors. More specifically, there has been a focus on finding opportunities to reduce illegal dumping and littering along streets, alleys, major gateways of the City, public spaces, commercial corridors and other highly visible areas of the community. Historically, the City has invested resources across different operations to perform basic litter removal functions, however prior to the passage of the Bakersfield Public Safety and Vital Services Measure (PSVS), the City did not had the fiscal capacity to allocate targeted local funding for a comprehensive litter abatement program.

During the FY 21 budget process, staff proposed, the PSVS Oversight Committee recommended and the City Council approved funding for the Clean City Initiative. The program directly aligns with several City Council Goals and PSVS community priorities. The Clean City Initiative is a multi-pronged program aimed at reducing the amount of litter, debris and illegal dumping throughout the City. This program is envisioned to include enhanced litter abatement activities, enforcement components and establishing more convenient opportunities for bulky waste collections for the community. This specific item is related to the litter abatement component of the program.

In November 2020, the City issued a request for proposals for litter abatement services. The City received proposals from the following three firms along with their respective rate schedules:

- Bakersfield Homeless Center
- California Highway Adoption
- Farmworker Institute of Education & Leadership Development

The RFP indicated the City may award a contract to more than one vendor based on experience, vendor's resources to provide unique services and other considerations. Utilizing more than one vendor also provides redundancy in an event one vendor is not able to perform the scope of work during the term of the agreement.

Upon review of the proposals, California Highway Adoption (CHA) scored highest among the evaluations largely due to their 26 years of experience in the field of litter and bulky waste abatement. CHA is a certified Caltrans Adopt-A-Highway contractor, has similar service agreements with other cities such as Fresno, Glendale, and Antioch, and has the equipment necessary to respond to "hot-spot" priority locations, which includes bulky item cleanups. Under the terms of the proposed agreement, CHA will provide two teams that will respond to calls for service throughout the City through Bakersfield Mobile, provide regular clean up of hot spot areas and address special projects, as directed by City staff. The teams will be under the general direction of the Public Works Department, while offering cross-departmental support for specific issues or projects. The teams will generally be available during normal working hours, with some capacity for overtime and weekend work, depending on demand. Staff will monitor the use and deployment of the teams over the initial term of the agreement and will continuously evaluate opportunities to enhance the effectiveness of these teams. Additionally, CHA has indicated they will have a specific account manager who will be available 24/7 to respond to any issues that may arise.

Staff recommends awarding an agreement to CHA not to exceed \$558,720 for a one-year term, with the option for three extension terms upon satisfactory service delivery. Upon approval of the agreement, CHA indicates they will begin to hire staff for the teams and can begin operations in early January 2021.

City staff anticipated that a similar agreement for litter abatement services will be brought to the City Council in January. In total, the City anticipates a total of six new teams will be available between the two vendors, once the second agreement is executed.

Funding for these services is included within the Fiscal Year 2020-21 budget within the PSVS fund.

#### ATTACHMENTS:

Description Type

□ Blue Memo Cover Memo

Exhibit A - Clean City Proposal/Scope of Work
Exhibit



# **MEMORANDUM**

TO:

Honorable Mayor and Councilmembers

FROM:

Christian Clegg, City Manager's Office

DATE:

December 16, 2020

SUBJECT:

Agenda Item 10ap. Clean City Initiative - Agreement with California

Highway Adoption (\$558,720) for litter and bulky waste abatement

services

This memo transmits the contractor-signed copy of the agreement with California Highway Adoption, Item 10ap. on the December 16, 2020 Agenda.

AGREEMENT NO.	AGREEMENT NO		
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# INDEPENDENT CONTRACTOR'S AGREEMENT

This **INDEPENDENT CONTRACTOR'S AGREEMENT** ("Agreement") is made and entered into on December 16, 2020, by and between the **CITY OF BAKERSFIELD**, a municipal corporation, ("CITY") and **CALIFORNIA HIGHWAY ADOPTION CO.** ("CONTRACTOR").

#### RECITALS

- WHEREAS, CONTRACTOR represents that CONTRACTOR is experienced, well qualified and a specialist in the field of litter and bulky waste abatement through their 26 years of experience and by performing similar work for comparable jurisdictions; and
- **WHEREAS**, the City Council, staff, and members of the community have identified the need for expanded litter and bulky waste abatement services citywide; and
- WHEREAS, the FY 2021 Adopted City Council Goals included the addition of the Clean City Initiative as Action Item 4.6 under the Overarching Goal #4 "Enhance Quality of Life and Public Amenities,"; and
- **WHEREAS**, the Clean City Initiative supports the Public Safety & Vital Services (PSVS) measure priorities #5: Keeping public areas safe and clean; and #12: Enhancing amenities throughout the community to improve the quality of life and attract visitors; and
- **WHEREAS**, funding for the Clean City Initiative was included in the approved recommended to the City Council by the PSVS Oversight Committee; and
- **WHEREAS**, funding for the Clean City Initiative was included in the FY 2021 budget adopted by the City Council on June 24, 2020.
- **NOW, THEREFORE,** incorporating the foregoing recitals herein, CITY and CONTRACTOR mutually agree as follows:

- **SCOPE OF WORK.** In exchange for the Compensation (defined below), 1. CONTRACTOR shall perform the following: litter and bulky waste abatement services as directed by City staff through service requests made by a variety of outlets including but not limited to the Bakersfield Mobile App, online service requests, and requests by e-mail, phone, or other means of communication. The full detailed scope of work is attached as EXHIBIT A. ("Scope of Work"). This includes collecting, hauling, and unloading litter as well as bulky items for proper disposal or recycling and regular reporting as assigned by City staff as described by the City's request for proposals (EXHIBIT C). The Scope of Work shall include all items and procedures necessary to properly complete the task CONTRACTOR has been hired to perform, whether specifically included in the Scope of Work or not.
- 2. <u>COMPENSATION.</u> Compensation for all work, services or products called for under this Agreement shall be payable in accordance with section 3 "Payment Procedure" as stated below but in no event shall exceed an annual total of FIVE HUNDRED FIFTY-EIGHT THOUSAND SEVEN HUNDRED TWENTY DOLLARS (\$558,720) (EXHIBIT B).
- Due to increases in the California State minimum wage effective January 1st each year and corresponding insurance premiums, both parties agree to increase the hourly rate paid to CONTRACTOR each time the Agreement is renewed in accordance with section 4.
- 3. PAYMENT PROCEDURE. CONTRACTOR shall be paid for services rendered after receipt of an itemized invoice for the work completed and approved by CITY in accordance with the terms of this Agreement. Payment by CITY to CONTRACTOR shall be made within thirty (30) days after receipt and approval by CITY of CONTRACTOR's itemized invoice.
- 4. <u>TERM.</u> Unless terminated sooner, as set forth herein, this Agreement shall be valid through December 31, 2021 and shall be renewable annually thereafter for three (3) consecutive one-year periods. Renewal options shall be exercised by written notice by the Public Works Director or his designee at the sole option and discretion of the CITY.
- **TERMINATION.** This Agreement may be terminated by any party with or without cause upon Ten (10) days' written notice, served by mail or personal service, to all other parties herein.
- 6. <u>COMPLIANCE WITH ALL LAWS.</u> CONTRACTOR shall, at CONTRACTOR's sole cost, comply with all of the requirements of Municipal, State, and Federal authorities now in force, or which may hereafter be in force, pertaining to

this Agreement, and shall faithfully observe in all activities relating to or growing out of this Agreement all Municipal ordinances and State and Federal statutes, rules or regulations, and permitting requirements now in force or which may hereafter be in force including, without limitation, obtaining a City of Bakersfield business tax certificate (Bakersfield Municipal Code Chapter 5.02) where required.

- 7. <u>INDEPENDENT CONTRACTOR</u>. This Agreement calls for CONTRACTOR's performance of the Scope of Work as an independent contractor. CONTRACTOR is not an agent or employee of the CITY for any purpose and is not entitled to any of the benefits provided by CITY to its employees. This Agreement shall not be construed as forming a partnership or any other association with CONTRACTOR other than that of an independent contractor.
- 8. <u>DIRECTION</u>. CONTRACTOR retains the right to control or direct the manner in which the services described herein are performed.
- **9. EQUIPMENT.** CONTRACTOR will supply all equipment, tools, materials and supplies necessary to perform the services under this Agreement.
- 10. <u>STARTING WORK</u>. 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.
- 11. <a href="KEY PERSONNEL">KEY PERSONNEL</a>. 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.
- 12. <u>INCLUDED DOCUMENTS</u>. 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.
- 13. <u>LICENSES.</u> CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits and approvals which are legally required for CONTRACTOR to practice its profession and perform the Scope of Work. If CONTRACTOR is a

- corporation, at least one officer or key employee shall hold the required licenses or professional degrees. If CONTRACTOR is a partnership, at least one partner shall hold the required licensees or professional degrees.
- 14. <u>STANDARD OF PERFORMANCE</u>. 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.
- **SB 854 COMPLIANCE.** To the extent Labor Code Section 1771.1 applies to 15. 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.
- **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.

#### 17. INSURANCE.

- **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").
  - **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.
  - 17.1.2 <u>Commercial general liability insurance</u>, 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:

- 17.1.2.1 Provide contractual liability coverage for the terms of this Agreement;
- **17.1.2.2** Provide products and completed operations coverage;
- **17.1.2.3** Provide premises, operations, and mobile equipment coverage; and
- **17.1.2.4** Contain an additional insured endorsement in favor of CITY and its mayor, council, officers, agents, employees, and designated volunteers.
- 17.1.3 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.

# 17.2 General Provisions Applying to All Insurance Types.

- 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.
- 17.2.2 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.
- 17.2.3 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.
- 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.
- 17.2.5 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.

- 17.2.6 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.
- 17.2.7 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.
- 18. <u>THIRD PARTY CLAIMS</u>. 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.
- 19. 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.
- 20. ASSIGNMENT. Neither this Agreement nor any rights, interests, duties, liabilities, obligations or responsibilities arising out of, concerning or related in any way to this Agreement (including, but not limited to, accounts, actions, causes of action, claims, damages, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive damages, or declaratory, equitable or injunctive relief, whether based on contract, equity, tort or other theories of recovery provided for by the common or statutory law) may be assigned or transferred by any party. Any such assignment is prohibited, and shall be unenforceable and otherwise null and void without the need for further action by the non-assigning party or parties.
- 21. <u>ACCOUNTING RECORDS</u>. 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.
- **BINDING EFFECT.** The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the Agreement and their heirs, administrators, executors, personal representatives, successors and assigns.
- 23. <u>CORPORATE AUTHORITY</u>. Each individual signing this Agreement on behalf of entities represents and warrants that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.
- **24. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be considered as an original and be effective as such.
- **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.
- **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.
- **FURTHER ASSURANCES.** Each party shall execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.
- **28. GOVERNING LAW.** The laws of the State of California will govern the validity of this Agreement and its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in Kern County, California.
- **29. INTERPRETATION.** Whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural.

- 30. <u>MERGER AND MODIFICATION</u>. 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.
- 31. <u>NON-INTEREST</u>. No CITY officer or employee shall hold any interest in this Agreement (California Government Code section 1090).
- 32. <u>NOTICES</u>. All notices relative to this Agreement shall be given in writing and shall be personally served or sent by certified or registered mail and be effective upon actual personal service or depositing in the United States mail. The parties shall be addressed as follows, or at any other address designated by notice:

CITY:

CITY OF BAKERSFIELD

PUBLIC WORKS DEPARTMENT ATTENTION: NICK FIDLER 1501 Truxtun Avenue Bakersfield, CA 93301

CONTRACTOR:

CALIFORNIA HIGHWAY ADOPTION CO.

ATTENTION: MARK DECKER
1731 Massachusetts Avenue

Riverside, CA 92507 (707) 227-6400

- 33. <u>RESOURCE ALLOCATION</u>. All CITY obligations under the terms of this Agreement are subject to the appropriation and allocation of resources by the City Council.
- 34. <u>TITLE TO DOCUMENTS</u>. All documents, plans, and drawings, maps, photographs, and other papers, or copies thereof prepared by CONTRACTOR pursuant to the terms of this Agreement, shall, upon preparation, become CITY property.
- 35. TAX NUMBERS.

CONTRACTOR's Federal Tax ID N	umber.	if	
CONTRACTOR is a corporation?	Yes	No	
,	(Ple	ease check one.)	

[Signatures on Following Page]

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the date first written above.

"CITY" CITY OF BAKERSFIELD	"CONTRACTOR"
By: KAREN GOH Mayor	By: Tony Duker  Tony Decker  Print Name: President  Title:
APPROVED AS TO FORM: VIRGINIA GENNARO City Attorney	
By:  JOSHUA H. RUDNICK  Deputy City Attorney	
Insurance:	
APPROVED AS TO CONTENT: PUBLIC WORKS DEPARTMENT	
By: M& Filler  NICK FIDLER  Public Works Director	
COUNTERSIGNED:	
By: RANDY MCKEEGAN Finance Director	
Attachment: Exhibit A: Proposal/Scope of Work Exhibit B: Cost Proposal	

Exhibit C: Request for Proposals

# **EXHIBIT A**



Keeping your state clean one mile at a time

# Proposal of Landscape Maintenance America dba California Highway Adoption Company in response to

City of Bakersfield

**Request for Proposal** 

**Professional Consulting Services** 

for

Clean City Initiative Litter Abatement Services

**Chris Huot** 

**Assistant City Manager** 

City Manager's Office

1600 Truxtun Avenue

Bakersfield, CA 93301

Submitted by:

Julie Redden

**Account Manager/Adoption Specialist** 

California Highway Adoption Company

1731 Massachusetts Avenue

Riverside, CA 92507

707-227-6400

Julie@adoptahwy.com

# Litter is just like grass-It is always growing.

California Highway Adoption Company ("CHAC") is a DBA of Landscape Maintenance of America. CHAC is both interested in and able to perform the work outlined in the City of Bakersfield's Request for Proposal, Professional Consulting Services for Clean City Initiative Litter Abatement Services ("RFP").

CHAC is celebrating its 26<sup>th</sup> anniversary as an approved litter removal contractor for Caltrans. Our safety-trained crews provide litter removal for their Adopt a Highway program as well as customized litter removal and vegetation control services for public agencies. We work closely with Caltrans to provide superior, dependable litter removal for municipalities. We clean more miles of California highways than any other company in California.

We have numerous litter removal crews that work throughout California, including Caltrans District 6, which includes Kern County. Our crews take safety very seriously and expertly manage the risk of working on the busy highways of California while doing a professional job for our customers. Volunteer groups and inexperienced contractors often are overwhelmed with the logistics and commitment needed to provide a consistent, professional level of service. We do it every day.

With Julie Redden as your account manager, you will have 24/7 telephone access to her. Our Director of Operations, Chris Harper, works closely with our experienced crew leaders and Caltrans to schedule our crews so that the job will be completed as promised. We would not be an approved Contractor with Caltrans year after year if we failed to consistently deliver.

CHAC is committed to using our 25 years of litter removal experience to do an exceptional job for the City of Bakersfield. Litter removal is what we do.

Myself, Mark Decker, is authorized to sign contracts and related documents for CHAC. Attached as (Exhibit "A") please find *Action by Written Consent of Board of Directors* authorizing Mark Decker to execute contracts on behalf of CHAC.

I look forward to the opportunity of working with the City of Bakersfield.

Sincerely, 🛵 .

Mark Dacker Mice President/CEO

California Highway Adoption Company

http://www.adoptahwy.com

# Qualifications and Experience

It is commendable that the City of Bakersfield is proactively addressing the growing problem of litter by establishing the Clean City Initiative. To help to make that program successful, we urge you to choose California Highway Adoption Company. We are the best equipped firm, with proven results who can effectively handle the size of this worthwhile, community-minded project.

California Highway Adoption Company has been a Caltrans-approved litter removal contractor for 26 years. Every month we provide litter removal for hundreds of miles of highway and other public thoroughfares. We clean more miles that any other contractor in the state.

We handle numerous city accounts and work with Caltrans every day. Our knowledge and working relationships are in place and ready to start this project as soon as possible with no learning curve.

Safety is our priority. Our crews are trained to defensively pick up litter and debris while minimizing the risks. They provide litter and debris removal daily. They know the protocols for homeless encampments, hazardous materials, restricted areas and how to provide service in environmentally sensitive areas.

Our litter and debris removal crews generally work in groups of three, with one crew leader and two crew members. In our experience, a crew of three is best for efficiency and causes the least amount of distraction on the highway from a safety standpoint.

Crews will remove the litter utilizing commercial hand trash pickers and dispose of the litter in commercial garbage bags.

Our crews drive company vehicles that have caution lights and signage. Unless there is unusual circumstance, it should not be necessary to utilize the resources of the City of Bakersfield for a specialized vehicle for traffic control.

A good example of reporting services provided by California Highway Adoption Company is with the City of Fresno. We provide the City of Fresno with our monthly work schedule. Every Monday, we report areas cleaned the previous week, as well as bag counts for each day. Also, included is before and after photos of areas cleaned. We clean roughly 80 miles and a majority of those miles are cleaned twice each month. Typically, we average 500 hours of labor a month.

Partial list of cities we currently work with, or have worked with in the past to help solve litter and vegetation problems:

Antioch

National City

Burbank Oceanside

Fresno Pismo Beach

Glendale Pleasanton

Loma Linda Sacramento

Malibu San Bernardino

Monterey Thousand Oaks

# **Project Understanding**

California Highway Adoption Company (CHAC) looks forward to the opportunity to work with the City of Bakersfield, as a part of their Clean City Initiative program. CHAC's proposal is to perform the services described in the the scope of work laid out in the introduction of the request for proposal. CHAC has ample staff and equipment to carry out the objectives stated in the RFP.

As your contractor, we will be responsible for collecting, loading, hauling, and unloading litter as well as bulky items for proper disposal or recycling, as assigned by city staff. To achieve this goal, CHAC will deploy multiple independent teams that will be able to simultaneously respond to separate calls for service and projects as directed by the City. CHAC will provide these services during the normal operating hours of 7:30 AM to 4:30 PM, Monday through Friday, excluding City recognized holidays. We understand that priority issues may be requested to be resolved outside of standard operating hours. We will coordinate with the City to receive requests for service through the Bakersfield Mobile App, through online service requests, requests by telephone, email and by other methods. Normal service requests will be resolved with 24 hours of being assigned (except over holidays and weekends), with priority on areas identified by City staff.

Litter and debris abatement service areas may include any area throughout the City's jurisdiction. In addition, the City may assign our teams to work in coordination with other partners and other jurisdictions. Our teams may also be assigned to support special projects as directed by the City. These may include such activities as Keep Bakersfield Beautiful clean up events and Great American Cleanup.

CHAC teams will also monitor City "hot spot" areas, such as chronic illegal dumping areas, major gateways, commercial corridors and arterial roadways and alleys.

CHAC will provide all labor, materials, safety equipment and other equipment to perform work during the contract period. CHAC will provide marked vehicles as a part of this equipment. Our teams of three will include one supervisor, who will act in an operational decision-making capacity when consulting with City staff. Our teams have the training, experience and the equipment to load, haul, unload and dispose of bulky items as a part of this agreement. We are aware that litter and debris abatement frequency will be dependent upon current conditions and may fluctuate over the life of the contract.

CHAC will provide reports as needed and monthly in advance of invoicing. These reports will include geographic areas served, mileage /length of area cleaned (when applicable), and hours of staffing used by location. The reports will also include amount of litter removed (based on an agreed upon unit of

measure), a brief description of items cleaned as evidenced by before and after photos, and response time based on date and time received and date and time of completion of the clean-up. Requests made thorough the Bakersfield Mobile App, by email or by other means will be responded to within 24 hours of the request.

If the City of Bakersfield awards this RFP to California Highway Adoption Company, we will wrap or decal our trucks with 'Clean City Initiative (Measure N) Litter Abatement Services' or similar verbiage approved by the City. We feel the community needs to see their tax dollars working for the beautification within the City.

CHAC holds all the required licenses and certifications required to conduct business and operate all necessary equipment within the State of California and the City of Bakersfield. We will acquire a Bakersfield City Business Tax Certificate before commencing work on this project. It is our understanding that any permits or operational approvals necessary to perform specific litter abatement activities performed within the scope of this project shall be coordinated and obtained by the City of Bakersfield.

CHAC can also provide weed abatement services utilizing handheld line trimmers at the same hourly rate as the laborer rate to remove litter (see Fee Estimate).

# **Number of Teams and Description**

Our recommendation is to have a total of three separate crews composed of three laborers, including one supervisor per crew, which would amount to nine laborers designated to litter abatement program. Crew 1 and Crew 2 will be designated to routine litter and debris removal of all major gateways, commercial corridors within the City's right-of-way and public spaces. Crew 3 will be responsible for "Hot Spot" emergency cleanups such as debris from homeless encampments, large illegal dumping item removal, and special event litter cleanup. Each crew will have a minimum ½ ton truck, water cooler, first aid kit, safety road signs, small clean up tools (shovel & broom). All crew members will have commercial handheld litter pickers, safety hats, safety googles, gloves, work boots, safety vests, and commercial trash bags. Additionally, we will hire a majority of laborers locally if we are awarded this project.

### **Bulky Waste Capabilities**

CHAC can perform bulky waste pick up, hauling and disposal services. One of our three vehicles will be a Class 3-GVW (10,001 - 14,000) truck, which will accommodate all bulky waste our crew will encounter on this project. The other two trucks will be  $\frac{3}{2}$  Ton Class rating, which is sufficient for most all bulky waste on the project. Most bulky waste will be removed by the three person crew. If required, we will utilize a skid steer loader for large piles of concrete or dirt.

All members of each three person crew will be trained and available to dispose of bulky waste.

#### References

- City of Fresno Miguel M. Ramirez Community Coordinator (Public Works Department) 559.621.1351 – <u>Miguel ramirez@fresno.gov</u>
- 2. Republic Services (City of Antioch) Susan Hurl, Division Municipal Service Manager 925.671.5804 shurl@republicservices.com
- 3. City of Glendale Shea Eccleston ACA Coordinator/Public Works 818-548-3916 seccleston@glendaleca.gov
- Caltrans David Boggs Emergency Operations Coordinator 530.218.2392 David.boggs@dot.ca.gov
- 5. Caltrans Michael Jevicky Adopt-A-Highway Coordinator (District 4) 510.715.8338 Michael jevicky@dot.ca.gov
- 6. Arizona Department of Transportation Sharon Williams Permit Coordinator 602.712.6954 sawilliams@azdot.gov

#### **Fee Estimates**

Please see labeled, sealed envelope for fee estimates.

#### **Contract Documents**

A copy of the sample Independent Contractor's Agreement attached to the RFP signed by Mark Decker (Vice President of CHAC) is included with our proposal.

#### Statement of Qualifications

- License to Practice in California: Landscape Maintenance of America dba California Highway Adoption Company (CHAC) is currently performing contract work for over 700 landscape roadside maintenance (Adopt-A-Highway) sites in California. As an approved contractor with Caltrans, we are required to hold a C-27 contractor's license. Our license (#959608) is in good standing and Mark Decker is the Responsible Managing Officer (RMO). In addition, we have hundreds of encroachment permits to perform litter abatement on our State's Highways and Freeways.
- The nine field laborers will report directly to the project from their local residences. The main location for our office support team is 1731 Massachusetts Avenue, Riverside, CA 92507 and the secondary office support team location is 4050 Alvis Court, Rocklin, CA 95677. Listed below are staff, in addition to the laborers who will work in this project, identified by names and project duties:
  - 1. Joan Harper/AP & AR Specialist/Part-Time/SoCal Office
  - 2. Chris Harper/Coordinating Crew Schedules and Reports/Full-Time/SoCal Office
  - 3. Julie Redden/Account Manager/Full-Time/NorCal Office
  - 4. Anthony B. Decker III/CEO/Part-Time/SoCal Office
  - 5. Mark Decker/Vice President/Part-Time/NorCal Office

- 6. Mary Stockwell/HR & Payroll Manager/Fulltime/SoCal Office
- Similar Engagements with other Government Entities:

# City of Fresno - Litter & Debris Project

### Job Scope

California Highway Adoption Company (CHAC) cleans all the major freeways in the City of Fresno. We provide twice a month litter service on the busier freeways and gateways. All other freeways receive monthly litter service. We provide the City of Fresno with our work schedule and send a weekly report to our City contact, Miguel Ramirez. This report outlines the areas that were cleaned the previous week, as well as bag counts for each day. Also included are before and after photos of areas cleaned. Our CEO, Tony Decker, discusses any questions or special requests as they arise with the City of Fresno's Public Works Manager. This project involves 500 hours of labor per month and 30 hours of administration.

#### **Contract Details**

Date of Award - January 2019

Contract Ends - February 28, 2021

Amount of Award - \$316,876 annually

#### **CHAC Key Personnel**

Chris Harper, Director of Operations; Fernando Salas, Crew Foreman; Tony Decker, Managing Partner.

# City of Fresno Key Personnel

Miguel M. Ramirez

**Community Coordinator** 

Public Works Department

City of Fresno - DPW

559.621.1351

miguel.ramirez@fresno.gov

# City of Antioch - Litter Project - Republic Services

Job scope

Republic Services, the City of Antioch's waste disposal company, subcontracts to California Highway Adoption Company litter and debris removal for approximately 36 miles of city streets designated by the City of Antioch twice weekly. In addition, one alley way is cleaned every week. Streets and sidewalks are cleaned. A monthly report of weekly trash bag counts per street is sent to Republic Services. Republic Services utilizes this information in reports they give to the City of Antioch's Public Works Department. Additional litter service will be done outside the scope of our Agreement, by request, for an extra fee. We utilize a two-person crew. Litter and debris are brought to the dumpster at the city yard. The crew leader sends our administration a daily bag counts and pictures. This project involves 174 hours of labor per month and 12 hours of administration.

Date of Award-January 2020.

Contract Ends - TBD

Amount of Award - \$174,000+

#### **CHAC Key Personnel**

Julie Redden, Project Manager; Francisco Aguilar, Crew Leader; Chris Harper, Director of Operations

Republic Services - Key Personnel

Susan Hurl

Division Municipal Service Manager

Telephone: 925-671-5804

441 N. Buchanan Circle

Pacheco, CA 94553

Email: shurl@republicservices.com

# City of Glendale Litter Project

#### Job Scope

California Highway Adoption Company (CHAC) provides twice monthly litter service on all freeway on/off ramps in the City of Glendale, LA County. We provide a work schedule and a weekly report to our City of Glendale contact. This report includes daily bag counts and before and after photos of areas cleaned. Any questions or special requests are handled as they arise. This project involves 48 hours of labor per month and 4 hours of administration.

#### **CHAC Key Personnel**

Chris Harper, Director of Operations; Juan Jose Flores, Crew Foreman; Tony Decker, Managing Partner.

Date of Award- April 2006 (Five-year contracts have been renewed twice)

Contract Ends - October 2021

Amount of Award - \$46,800 annually

# City of Glendale Key Personnel

Regina Wheeler 818-550-3432 <u>Rwheeler@glendaleca.gov</u> - Public Works Shea Eccleston 818-548-3916 <u>Seccleston@glendaleca.gov</u> - Public Works 633 E. Broadway Glendale CA 91206

# **Experience and Qualifications of Key Personnel**

# Tony Decker III - President and Co-Founder

Tony started California Highway Adoption Company 26 years ago. At the company's launch, Tony was a member of our first litter removal crew. In partnership with his father and brothers, the company has grown to become the largest litter removal firm in the state of California. Tony's primary responsibilities are the following:

- Provide guidance and mentorship to all field and office employees
- Evaluate the company's operations and continual improvements to increase operating efficiencies
- Develop the company's culture and overall company vision
- Oversee, with Mark Decker, the purchase of all company vehicles and equipment.

#### Julie Redden – Account Manager

Julie has excellent relationships with the employees of Caltrans, be it supervisors or field staff. She is responsible for over 175 sponsorships in the Adopt-A-Highway Program in California. In addition to her work in the Adopt-A-Highway Program, Julie has full responsibility for our partnership with Republic Services to clean the City of Antioch. She manages the crew, the scheduling, reporting of monthly bag counts and emergency litter services. She is a responsive problem solver with a can-do attitude. Julie has over twenty years of experience in account management.

#### Chris Harper - Director of Operations

For the last ten years Chris has been in charge of coordinating all of the adopt-a-highway crews' schedules and work reports. Chris serves as a point of contact between individual crew leaders and laborers and upper management. Chris's role is to encourage, monitor and maintain the most thorough and efficient job performance from all of our crews, while also ensuring that all employees follow our strict safety guidelines and high standards. Chris also serves as a liaison with Caltrans, City officials and other government agencies to ensure that that their needs and wishes are met and Chris provides them with any information they may require, such as bag counts or certified payroll information.

#### Joan Harper - AR/AP Specialist

Hired in 1997, Joan handles billing and receiving and all bookkeeping duties for Landscape Maintenance of America. She has over 23 years' experience with the company and is well versed in her duties. Joan is available during regular business hours to assist our clients in any way necessary.

#### Mark Decker - Vice President - CFO

Mark joined Landscape Maintenance of America ("CHAC") in 1994 as a partner. From 1994 to 2002 Mark was Northern California Account Sales Manager. From 2002 to present Mark has been in charge of

overseeing the strategic, financial, and operational leadership of the company. Mark's primary responsibilities are the following:

- Oversee accounting
- Handle banking relationships
- · Review contracts and business deals
- Mentor staff members at all levels
- Provide guidance for HR department
- Provide guidance to estimating team

# Mary Stockwell - Human Resources and Payroll Manager

Mary maintains payroll information by collecting, calculating and entering data. She also updates payroll records by entering changes in salary, exemptions, personnel records, direct deposit information and address changes. Mary prepares all payroll reporting as needed for office personnel and/or audits and maintains new hire and termination records, manages employee time off requests, claims processing and maintenance, organization representation for legal hearings, legal compliance monitoring for Federal and State requirements, management guideline enforcement, HR policies and procedures, verifications of employment, EDD and child support services garnishments and audit responses, expense processing and verification.

# Statement of Consultant's Current Insurance Coverage

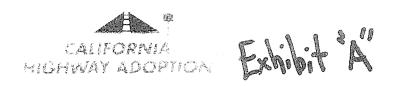
Landscape Maintenance of America, DBA: California Highway Adoption Company meets the minimum of \$1,000,000 Professional Inability Insurance, Automobile Liability Insurance, General Liability Insurance, and Workers Compensation Insurance. My signature below as an official of CHAC verifies this statement. We will submit these required certificates immediately upon request from the City of Bakersfield.

#### **Budget and Cost**

Budget and cost information is provided with the Fee Estimate provided by sealed envelope with this proposal.

Respectfully,

Vice President/CFO



Keeping your state Gean one mile at a time

# ACTION BY WRITTEN CONSENT OF BOARD OF DIRECTORS OF

#### Landscape Maintenance of America

a Arizona Corporation, Registered in California

The undersigned, being all the directors of the above named corporation, a Arizona corporation, in accordance with California corporate law and the bylaws of this corporation:

#### CONTRACTS AND RELATED DOCUMENTS

RESLOVED, the Board of Directors has the authority under law and by the bylaws to execute contracts, agreements, change orders, master contracts, instruments, bids, and any other actions to manage the business and affairs of the Corporation. Listed below are the Board of Directors:

Edward R. Decker Joan Ellen Harper Tony B. Decker Anthony B. Decker III Mark Decker

# AUTHORITY AND APPROVAL OF ACTIONS BY WRITTEN CONSENT

RESOLVED, Directors and Officers of the Corporation approve the action of CONTRACTS AND RELATED DOCUMENTS.

Date: 10/18/2016

Edward, R. Decker, Vice President

Joan Hen Harper, Secretar,

Fony B. Docker Treasurer/Vice President

Anthony B. Decker III. CEO/President

Mark Decker, CFO/Vice President

#### City of Bakersfield

#### Clean City Initiative Litter Abatement Services

Date: November 25, 2020

#### ADDENDUM NO. 1

This Addendum supplements, modifies, deletes from, or adds to the original request for proposal (RFP) documents for the proposal noted above and is hereby made part of the RFP documents and any resulting contract documents.

This addendum consists of additional guidance provided to prospective bidders in reference to RFP Section II – Budget and Cost.

#### Landfill and/or Tipping Fee

The RFP did not specify whether the firm(s) performing litter abatement services under this agreement will be required to remit fees to dispose of collected materials at County of Kern landfill sites. This information may be pertinent to the potential respondents in determining costs for services. Any materials collected as part of illegal dumping and/or litter abatement activities will not be subject to landfill fees for disposal.

#### END OF ADDENDUM NO. I

/s/ Chris Huot, Assistant City Manager

By: My

Please sign and attach this form to your completed proposal to acknowledge receipt of Addendum No. 1

# **EXHIBIT B**



Keeping your state clean one mile at a time

December 2, 2020

VII. Fee Estimates

City of Bakersfield - RFP Professional Consulting Services for

Clean City Initiative Litter Abatement Services

Job Task	Crew Size	Hourly Rate Per Laborer	Daily (8 hour) Rates per Team	Estimated Monthly Costs (20 days per Month)	Estimated 12 Month Cost Per Team
Crew 1 - Designated Routine Litter & Debris Removal of all Major Gateways & Commerical Corrdiors	3	\$48.50	\$1,164.00	\$23,280.00	\$279,360.00
Crew 2 - Designated Routine Litter &  Debris Removal of all Major Gateways &  Commercial Corrdiors	3	\$48.50	\$1,164.00	\$23,280.00	\$279,360.00
Crew 3 - "Hot Spot" Emergency Litter & Debris Removal	3	\$48.50	\$1,164.00	\$23,280.00	\$279,360.00
			Estimated Total Cost	\$69,840.00	\$838,080.00

#### **General Conditions:**

- 1.) Hourly overtime rate shall be \$72.75 per hour ("time-and-a-half").
- 2.) Hourly weekend rate shall be \$72.75 per hour for Saturday ("time-and-a-half").
- 3.) Hourly weekend rate shall be \$97 per hour for Sunday ("double-time").
- 4.) In the event that work cannot be performed on any of the previous Monday through Friday days because of inclement weather, Saturday makeup work shall be at \$48.50 per hour.
- 5.) Hourly rate for holidays shall be \$97 per hour ("double-time").
- 6.) Our proposal is based on the Landscape Maintenance Laborer prevailing wage classification for Kern County only.
- 7.) The estimated total cost is subject to change based on variables not within CHAC's control.
- 8.) City of Bakersfield will pay all dump fees for this RFP by setting up credit account(s) will local sanitation disposal facilities.
- 9.) The hourly rate in our fee estimate above includes all our direct costs: Labor, payroll taxes, insurance, fuel, trucks, equipment, and all office administrative costs.
- 10.) Weed Abatement services utilizing handheld line trimmers shall be performed at the same hourly rate \$48.50.

# **EXHIBIT C**



Request for Proposals (RFP) Professional Consulting Services for

# Clean City Initiative Litter Abatement Services

Issued: Monday, November 16, 2020 Due: Wednesday, December 2, 2020 at 5 p.m. Pacific Standard Time

Contact: Chris Huot, Assistant City Manager, City Manager's Office (661) 326-3751 CHuot@BakersfieldCity.us

# City of Bakersfield

# REQUEST FOR PROPOSALS

# Clean City Initiative Litter Abatement Services

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#### I. INTRODUCTION

### **Summary**

The City of Bakersfield is seeking proposals from private contractors, non-profits and other qualified vendors to perform dedicated, ongoing citywide litter abatement services.

# **Project Background**

Over the past several years, the City has made significant investments in quality of life, homelessness and public safety programs, services and projects. The City Council has simultaneously prioritized these types of activities as part of their overall goal setting process, which includes a specific goal dedicated to Enhancing Quality of Life and Public Amenities. In addition, the City Council has continued to invest funding to enhance the City's economic development, workforce development and business attraction and retention activities. A clean, welcoming City is vital to maintaining and enhancing the quality of life for current residents, as well as assuring a great first impression to those visiting, seeking out new business opportunities or considering a relocation to Bakersfield.

In November 2018, the voters of the City passed Measure N, also known as the Bakersfield Public Safety and Vital Services Measure. This Measure provides necessary and vital resources to be able to address several key priorities of the City Council and the community. As part of this effort, the City has launched several initiatives meant to address appearance and beautification within the City. In Fiscal Year 2020-21, the City Council established and approved funding for the **Clean City Initiative**. This program was designed to provide dedicated resources to achieve measured reductions in litter and debris throughout the City.

# Objective/Scope of Work

The City of Bakersfield is seeking one or more qualified vendors to provide litter abatement services within specified areas of the City. The contractor(s) will be responsible for collecting, loading, hauling, and unloading litter, as well as bulky items for proper disposal or recycling as assigned by City staff. The City defines litter as trash, debris, or garbage that is lying scattered about or has been discarded incorrectly, also referred to as illegal dumping. This may include bulky items such as appliances, bicycles, abandoned shopping carts furniture and mattresses, along with other items not specifically listed herein. The initial term of this agreement is anticipated to commence January 1, 2021 to December 31, 2021, with a total budget not to exceed \$1,000,000.

Services shall include collection and disposal of litter, including disposal costs, and monthly reports consisting of areas and/or mileage of area cleaned, hours/staffing utilized, and weights/amounts of litter collected. The successful respondent(s) is expected to illustrate capacity to deploy multiple independent teams that are able to simultaneously respond to separate calls for service and projects as directed by City. Services will typically be completed during normal operating hours of Monday through Friday 7:30 AM to 4:30 PM, excluding City recognized holidays. However, priority issues may be requested to be resolved outside of standard operating

hours. The contractor will coordinate with the City to receive requests for service through the Bakersfield Mobile App, online service request, phone, e-mail, or other method.

The contractor shall provide all labor, materials, safety equipment and equipment (including marked vehicles) to perform work during the contract period, as specified herein. At a minimum the respondent is to provide teams composed of at least three individuals, including one supervisor who can act in an operational decision-making capacity in consultation with City staff. Litter abatement frequency will be dependent upon current conditions and may fluctuate over the life of the contract. Normal service requests are expected to be resolved within 24 hours of being assigned (except over holidays and weekends), with priority on areas identified by City staff.

# **General Litter Abatement Activities**

Litter abatement service areas may include any area throughout the City's jurisdiction, with specific examples being:

- Major gateways of the City, generally within the City's right-of-way, not including landscaped street medians;
- Shoulders or other adjacent greenspaces of City streets;
- · Public spaces;
- Street gutters;
- · Alleyways;
- · Sidewalks;
- Sumps;
- Canals;
- · Major commercial corridors;
- · City areas bordering CalTrans and railroad properties;
- Kern River Parkway Multi-Use Path;
- Kern River bed and ancillary areas;
- Remnant litter or debris from former homeless encampment sites after City crews have completed required noticing, engagement and initial clean-ups;
- Other non-privately-owned or City maintained areas as directed by the City.

In addition, the City has relationships with other jurisdictions, CalTrans, railroads, school districts, etc. and may assign the Clean City Initiative Litter Abatement Teams to projects in coordination with these partners. This may include work along freeways, railroads and other locations as determined and assigned by City staff.

In addition to general litter abatement services, the teams may be assigned to support special projects as directed by City. Projects may include:

- Keep Bakersfield Beautiful community clean up events;
- Great American Clean Up;
- Clean up projects associated with City events and capital projects

In the unlikely event of an absence of service requests or special projects, the contractor teams are expected to monitor City "hot spot" areas. Hot spot areas in the City include, but are not limited to:

- Chronic illegal dumping areas, as identified by City staff, based on evolving service request patterns;
- · Major gateways, commercial corridors and arterial roadways; and
- Alleys, with a systematic approach

### Reporting

The Contractor will provide reports as needed and on a monthly basis in advance of invoicing and should include, at minimum, geographic areas serviced, mileage/length of area cleaned (when applicable), hours and staffing used by location, an agreed upon unit of measure of the amount of litter removed, brief description of types of items cleaned (before and after photos of site preferred), and response time as noted by date and time of response received and date and time of the completion of the clean-up. In addition, should response be required to close out a service request made through the Bakersfield Mobile App, e-mail or other means, a specific response to the request will be required within 24 hours of completing the work for said request.

### Permitting and Regulatory

The selected contractor will obtain and hold all required licenses and certifications to conduct business and operate all necessary equipment within the State of California and City of Bakersfield, including, but not limited to a City Business Tax Certificate.

Any permits or operational approvals necessary to perform specific litter abatement activities performed within the scope of this request for proposal shall be coordinated and obtained by the City of Bakersfield. Examples include permits to abate litter within Caltrans right of way or authorization to conduct services on private property.

### **Bulky Items**

The City's preference is for the contractor to be able to load, haul, unload and dispose of bulky items such as appliances, bicycles, abandoned shopping carts, furniture and mattresses, along with other items not specifically listed herein. This includes having employees licensed and sufficiently trained to operate any necessary equipment to remove such items. However, it is recognized that not all prospective contractors may have the equipment or expertise to perform bulky waste cleanup, therefore, consideration will be given to respondents who may not be able to provide such services. The City cannot fund the purchase of any equipment for this type of work and will not dedicate City equipment to assist with bulky waste removal under this agreement.

### II. PROPOSAL REQUIREMENTS

To be considered, four (4) hard copies and one digital copy of a proposal must be addressed to and received by the City of Bakersfield Purchasing Division, Second Floor, City Hall North, 1600 Truxtun Ave, Bakersfield, CA 93301 by 5:00 p.m. on Wednesday December 2, 2020. The City of Bakersfield reserves the right to reject any or all proposals.

The City of Bakersfield assumes no responsibility for non-receipt of proposals due to any delay, including but not limited to, carrier delay or mistaken delivery.

The City of Bakersfield will not be responsible for expenses incurred in preparing and submitting the technical proposal or the sealed dollar cost proposal. Such costs should not be included in the proposal.

# **Mandatory Requirements**

- i. <u>Cover Letter -</u> The proposal shall include a cover letter signed by the team representative authorized to sign contracts stating interest and ability to perform the work outlined within this RFP.
- ii. <u>Statement of Qualifications/Experience and Services -</u> The proposal shall list and describe previous experience and expertise with providing litter abatement services. The proposal must also include a description of litter abatement methods that will be used, and an example of reporting services provided, such as hours, mileage and weights collected.
- iii. <u>Project Understanding The proposal shall include a summary of understanding of the services to be provided to the City, as well as any recommendations regarding additional services. This shall include confirmation that the vendor has sufficient capacity to dedicate staff and equipment for the purposes of the objectives as stated within this RFP.</u>
- iv. Number of Teams and Team Description The proposal shall specifically identify the number of independent teams that will be available for litter abatement services, including a general description of each position assigned to such team and the quantity of positions assigned to each team. At a minimum the respondent is to provide teams composed of at least three individuals, including one supervisor. This section shall also include a general description of equipment that each team will have at its disposal.
- v. <u>Bulky Waste Capabilities</u>—The proposal shall clearly indicate whether the respondent can perform bulky waste pick up, hauling and disposal services. This section should include a general description of the equipment the respondent currently owns or subcontracts for these types of services, describe the number of employees that are trained and licensed for such work and indicate how many of the proposed teams will be available for this type of work.

- vi. <u>References -</u> The RFP shall include a minimum of three references that may be contacted to discuss your firm's qualifications. Please include the name, title, telephone number and email address for each reference.
- vii. Fee Estimates Each proposal shall include a fee estimate for providing services and must be contained in a sealed envelope separate from the proposal. Specify hours by billing grades, hourly rates, costs by task, details of any other charges, a not-to-exceed for each task, and the total. This cost breakdown shall include, daily (8 hour) rates per team and per team type, estimated monthly costs and 12-month cost by team and total. In addition, the proposal shall include hourly overtime rates, weekend rates and holiday rates for one or more teams that shall be separated from the estimated total.
- viii. <u>Contract Documents</u>- Complete and sign the indemnity clause attached to the sample copy of the City's Consultant Agreement.

The City of Bakersfield reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the consultants of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Bakersfield and the consultant selected.

#### Statement of Qualifications

The purpose of the RFP is to demonstrate the qualifications, technical ability, competence and capacity of the vendor.

- i. License to Practice in California: An affirmative statement should be included that the firm and all assigned staff are properly licensed to operate in California.
- ii. The contractor should state the location of the office from which the work on this engagement is to be performed and the number and nature of the staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be so employed on a part-time basis.
- iii. Similar Engagements with other Government Entities: List the most significant engagements performed in the last five years that are similar to the engagement described in this RFP. These engagements should be ranked on the basis of total staff hours. Indicate the scope of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact. The list should include at least three different clients and should provide the following information for each project:
  - Project title, location and description including size of the project
  - Nature of vendor's responsibility
  - Start and end dates of vendor's involvement in the project
  - Names of vendor's key personnel involved in the project
  - Total dollar amount of vendor's contract

- Name address and phone number of the project owner
- Name and address of vendor's client if different from the project owner
- Name and phone number of contact person at vendor's client's office
- iv. Experience and qualifications of key personnel that will be working with the City of Bakersfield.
- v. A statement of Consultants current insurance coverage signed by a company official. The City requires a minimum of one million dollars Professional Inability 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 Consultants ability and intent to obtain the required coverage must be included. Do not submit a Certificate of insurance in lieu of this statement.

### **Budget and Cost**

The anticipated cost for these services has been established at \$1,000,000 for one calendar year term. The City reserves the right to issue an agreement with one vendor or multiple agreements with multiple vendors to best serve the needs of the City. Under no circumstances will the total amount of any and all agreements for these services exceed \$1,000,000.

Please include the following within the proposal:

- i. Total all-inclusive maximum price for proposed services to be rendered.
- ii. The dollar cost should contain all pricing information relative to performing the engagement as described in this request for proposal. The total all-inclusive maximum price is to contain all direct and indirect costs including all out-of-pocket expenses for all activities contained within the proposal.
- iii. The dollar cost should identify both estimated monthly costs by team and total for all proposed teams.
- iv. Rates for Additional Professional Services: If it should become necessary for City of Bakersfield to request the vendor to render any additional services to either supplement the services requested in this RFP, then such additional work shall be performed only if set forth in an addendum to the agreement between City of Bakersfield and the vendor. Any such additional work agreed to between City of Bakersfield and the vendor shall be performed at the same rates set forth in the schedule of fees and expenses included in the sealed dollar cost bid. These rates should include cost for one or more teams to perform litter abatement and special project work on holidays or after the normal working hours previously specified within this document.

#### **Contract Documents**

A sample copy of the City's Agreement is included with this RFP. Please review the agreement carefully. This is the contract the vendor will be expected to execute without alteration. If any changes are desired, the consultant must submit a copy of the requested modifications to the City for approval at least 10 calendar days prior to the date that the proposals 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 RFPs.

An "Acknowledgement 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.

"Proposers Acknowledgement: "I have received and reviewed the sample Consultants Agreement Contract including the Indemnity clause which was sent to me with the City's RFP. 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 RFP. 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."

# III. PRIMARY CONTACTS AND TIME REQUIREMENTS

### **City Contacts**

The primary consultant contact with the City of Bakersfield will be Chris Huot, Assistant City Manager, who will coordinate the assistance to be provided by the City of Bakersfield to the consultant. A list of key personnel with their phone numbers is as follows:

# LIST OF KEY PERSONNEL AND TELEPHONE NUMBER

Chris Huot, Assistant City Manager (661) 326-3775

Nick Fidler, Public Works Director (661) 326-3596

Brianna Carrier, Administrative Analyst III (661) 326-3745

### **Time Requirements**

Award announcement is expected on the December 16, 2020 City Council meeting.

Award Date: December 16, 2020 Project Start Date: January 1, 2021

Initial Term End Date: December 31, 2021

Project duration: 12 months, with potential option for up to three additional term(s) based on

funding availability in future year budgets.

The vendor shall execute its work in a timely manner in order to complete its assignment within the schedule provided by the City. Failure to respond by completing scheduled work in a timely manner may result in no further project assignments or in termination of the agreement.

# IV. EVALUATION PROCEDURES

# **Evaluation Criteria**

Firms meeting the mandatory criteria will have its proposal evaluated and scored for technical qualifications and price.

Proposals submitted will be evaluated by City staff who will then provide a recommendation to the City Council for approval. During the evaluation process, the City Manager's Office and the City of Bakersfield staff reserves the right, where it may serve the City's best interest, to request additional information or clarifications from proposing consultants, or to allow corrections of errors or omissions. At the discretion of the City of Bakersfield, consultants submitting proposals may be requested to participate in an interview or make oral presentations as part of the evaluation process.

i. Proposals submitted will be evaluated by City Manager's Office and will be based on qualifications as well as costs.

- ii. An evaluation form will be used to evaluate the Consultant's RFP, specifically:
  - Past experience as it relates to litter abatement services
  - Number of independent teams and all-inclusive resources available for each team
  - Feedback received from the City's reference checks
  - Vendor's submittal and subjective statements
  - Experience and qualifications of vendor
  - Cost

# Right to Reject Proposals

Submission of a proposal indicates acceptance by the Consultant of the conditions contained in this request for proposal unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Bakersfield and the firm selected.

The City of Bakersfield reserves the right without prejudice to reject any or all proposals.



Keeping your state clean one mile at a time

# Proposal of Landscape Maintenance America dba California Highway Adoption Company in response to

City of Bakersfield

**Request for Proposal** 

**Professional Consulting Services** 

for

Clean City Initiative Litter Abatement Services

**Chris Huot** 

**Assistant City Manager** 

City Manager's Office

1600 Truxtun Avenue

Bakersfield, CA 93301

Submitted by:

Julie Redden

**Account Manager/Adoption Specialist** 

**California Highway Adoption Company** 

1731 Massachusetts Avenue

Riverside, CA 92507

707-227-6400

Julie@adoptahwy.com

# Litter is just like grass-It is always growing.

California Highway Adoption Company ("CHAC") is a DBA of Landscape Maintenance of America. CHAC is both interested in and able to perform the work outlined in the City of Bakersfield's Request for Proposal, Professional Consulting Services for Clean City Initiative Litter Abatement Services ("RFP").

CHAC is celebrating its 26<sup>th</sup> anniversary as an approved litter removal contractor for Caltrans. Our safety-trained crews provide litter removal for their Adopt a Highway program as well as customized litter removal and vegetation control services for public agencies. We work closely with Caltrans to provide superior, dependable litter removal for municipalities. We clean more miles of California highways than any other company in California.

We have numerous litter removal crews that work throughout California, including Caltrans District 6, which includes Kern County. Our crews take safety very seriously and expertly manage the risk of working on the busy highways of California while doing a professional job for our customers. Volunteer groups and inexperienced contractors often are overwhelmed with the logistics and commitment needed to provide a consistent, professional level of service. We do it every day.

With Julie Redden as your account manager, you will have 24/7 telephone access to her. Our Director of Operations, Chris Harper, works closely with our experienced crew leaders and Caltrans to schedule our crews so that the job will be completed as promised. We would not be an approved Contractor with Caltrans year after year if we failed to consistently deliver.

CHAC is committed to using our 25 years of litter removal experience to do an exceptional job for the City of Bakersfield. Litter removal is what we do.

Myself, Mark Decker, is authorized to sign contracts and related documents for CHAC. Attached as (Exhibit "A") please find *Action by Written Consent of Board of Directors* authorizing Mark Decker to execute contracts on behalf of CHAC.

I look forward to the opportunity of working with the City of Bakersfield.

Sincerely

Mark Decker, Vice President/CFO

California Highway Adoption Company

http://www.adoptahwy.com

# **Qualifications and Experience**

It is commendable that the City of Bakersfield is proactively addressing the growing problem of litter by establishing the Clean City Initiative. To help to make that program successful, we urge you to choose California Highway Adoption Company. We are the best equipped firm, with proven results who can effectively handle the size of this worthwhile, community-minded project.

California Highway Adoption Company has been a Caltrans-approved litter removal contractor for 26 years. Every month we provide litter removal for hundreds of miles of highway and other public thoroughfares. We clean more miles that any other contractor in the state.

We handle numerous city accounts and work with Caltrans every day. Our knowledge and working relationships are in place and ready to start this project as soon as possible with no learning curve.

Safety is our priority. Our crews are trained to defensively pick up litter and debris while minimizing the risks. They provide litter and debris removal daily. They know the protocols for homeless encampments, hazardous materials, restricted areas and how to provide service in environmentally sensitive areas.

Our litter and debris removal crews generally work in groups of three, with one crew leader and two crew members. In our experience, a crew of three is best for efficiency and causes the least amount of distraction on the highway from a safety standpoint.

Crews will remove the litter utilizing commercial hand trash pickers and dispose of the litter in commercial garbage bags.

Our crews drive company vehicles that have caution lights and signage. Unless there is unusual circumstance, it should not be necessary to utilize the resources of the City of Bakersfield for a specialized vehicle for traffic control.

A good example of reporting services provided by California Highway Adoption Company is with the City of Fresno. We provide the City of Fresno with our monthly work schedule. Every Monday, we report areas cleaned the previous week, as well as bag counts for each day. Also, included is before and after photos of areas cleaned. We clean roughly 80 miles and a majority of those miles are cleaned twice each month. Typically, we average 500 hours of labor a month.

Partial list of cities we currently work with, or have worked with in the past to help solve litter and vegetation problems:

Antioch National City

Burbank Oceanside

Fresno Pismo Beach

Glendale Pleasanton

Loma Linda Sacramento

Malibu San Bernardino

Monterey Thousand Oaks

# **Project Understanding**

California Highway Adoption Company (CHAC) looks forward to the opportunity to work with the City of Bakersfield, as a part of their Clean City Initiative program. CHAC's proposal is to perform the services described in the the scope of work laid out in the introduction of the request for proposal. CHAC has ample staff and equipment to carry out the objectives stated in the RFP.

As your contractor, we will be responsible for collecting, loading, hauling, and unloading litter as well as bulky items for proper disposal or recycling, as assigned by city staff. To achieve this goal, CHAC will deploy multiple independent teams that will be able to simultaneously respond to separate calls for service and projects as directed by the City. CHAC will provide these services during the normal operating hours of 7:30 AM to 4:30 PM, Monday through Friday, excluding City recognized holidays. We understand that priority issues may be requested to be resolved outside of standard operating hours. We will coordinate with the City to receive requests for service through the Bakersfield Mobile App, through online service requests, requests by telephone, email and by other methods. Normal service requests will be resolved with 24 hours of being assigned (except over holidays and weekends), with priority on areas identified by City staff.

Litter and debris abatement service areas may include any area throughout the City's jurisdiction. In addition, the City may assign our teams to work in coordination with other partners and other jurisdictions. Our teams may also be assigned to support special projects as directed by the City. These may include such activities as Keep Bakersfield Beautiful clean up events and Great American Cleanup.

CHAC teams will also monitor City "hot spot" areas, such as chronic illegal dumping areas, major gateways, commercial corridors and arterial roadways and alleys.

CHAC will provide all labor, materials, safety equipment and other equipment to perform work during the contract period. CHAC will provide marked vehicles as a part of this equipment. Our teams of three will include one supervisor, who will act in an operational decision-making capacity when consulting with City staff. Our teams have the training, experience and the equipment to load, haul, unload and dispose of bulky items as a part of this agreement. We are aware that litter and debris abatement frequency will be dependent upon current conditions and may fluctuate over the life of the contract.

CHAC will provide reports as needed and monthly in advance of invoicing. These reports will include geographic areas served, mileage /length of area cleaned (when applicable), and hours of staffing used by location. The reports will also include amount of litter removed (based on an agreed upon unit of

measure), a brief description of items cleaned as evidenced by before and after photos, and response time based on date and time received and date and time of completion of the clean-up. Requests made thorough the Bakersfield Mobile App, by email or by other means will be responded to within 24 hours of the request.

If the City of Bakersfield awards this RFP to California Highway Adoption Company, we will wrap or decal our trucks with 'Clean City Initiative (Measure N) Litter Abatement Services' or similar verbiage approved by the City. We feel the community needs to see their tax dollars working for the beautification within the City.

CHAC holds all the required licenses and certifications required to conduct business and operate all necessary equipment within the State of California and the City of Bakersfield. We will acquire a Bakersfield City Business Tax Certificate before commencing work on this project. It is our understanding that any permits or operational approvals necessary to perform specific litter abatement activities performed within the scope of this project shall be coordinated and obtained by the City of Bakersfield.

CHAC can also provide weed abatement services utilizing handheld line trimmers at the same hourly rate as the laborer rate to remove litter (see Fee Estimate).

# **Number of Teams and Description**

Our recommendation is to have a total of three separate crews composed of three laborers, including one supervisor per crew, which would amount to nine laborers designated to litter abatement program. Crew 1 and Crew 2 will be designated to routine litter and debris removal of all major gateways, commercial corridors within the City's right-of-way and public spaces. Crew 3 will be responsible for "Hot Spot" emergency cleanups such as debris from homeless encampments, large illegal dumping item removal, and special event litter cleanup. Each crew will have a minimum ¾ ton truck, water cooler, first aid kit, safety road signs, small clean up tools (shovel & broom). All crew members will have commercial handheld litter pickers, safety hats, safety googles, gloves, work boots, safety vests, and commercial trash bags. Additionally, we will hire a majority of laborers locally if we are awarded this project.

# **Bulky Waste Capabilities**

CHAC can perform bulky waste pick up, hauling and disposal services. One of our three vehicles will be a Class 3-GVW (10,001 - 14,000) truck, which will accommodate all bulky waste our crew will encounter on this project. The other two trucks will be  $\frac{3}{4}$  Ton Class rating, which is sufficient for most all bulky waste on the project. Most bulky waste will be removed by the three person crew. If required, we will utilize a skid steer loader for large piles of concrete or dirt.

All members of each three person crew will be trained and available to dispose of bulky waste.

#### References

- 1. City of Fresno Miguel M. Ramirez Community Coordinator (Public Works Department) 559.621.1351 Miguel.ramirez@fresno.gov
- 2. Republic Services (City of Antioch) Susan Hurl, Division Municipal Service Manager 925.671.5804 shurl@republicservices.com
- 3. City of Glendale Shea Eccleston ACA Coordinator/Public Works 818-548-3916 seccleston@glendaleca.gov
- 4. Caltrans David Boggs Emergency Operations Coordinator 530.218.2392 David.boggs@dot.ca.gov
- 5. Caltrans Michael Jevicky Adopt-A-Highway Coordinator (District 4) 510.715.8338 Michael.jevicky@dot.ca.gov
- 6. Arizona Department of Transportation Sharon Williams Permit Coordinator 602.712.6954 sawilliams@azdot.gov

# **Fee Estimates**

Please see labeled, sealed envelope for fee estimates.

#### **Contract Documents**

A copy of the sample Independent Contractor's Agreement attached to the RFP signed by Mark Decker (Vice President of CHAC) is included with our proposal.

### **Statement of Qualifications**

- License to Practice in California: Landscape Maintenance of America dba California Highway Adoption Company (CHAC) is currently performing contract work for over 700 landscape roadside maintenance (Adopt-A-Highway) sites in California. As an approved contractor with Caltrans, we are required to hold a C-27 contractor's license. Our license (#959608) is in good standing and Mark Decker is the Responsible Managing Officer (RMO). In addition, we have hundreds of encroachment permits to perform litter abatement on our State's Highways and Freeways.
- The nine field laborers will report directly to the project from their local residences. The main location for our office support team is 1731 Massachusetts Avenue, Riverside, CA 92507 and the secondary office support team location is 4050 Alvis Court, Rocklin, CA 95677. Listed below are staff, in addition to the laborers who will work in this project, identified by names and project duties:
  - 1. Joan Harper/AP & AR Specialist/Part-Time/SoCal Office
  - 2. Chris Harper/Coordinating Crew Schedules and Reports/Full-Time/SoCal Office
  - 3. Julie Redden/Account Manager/Full-Time/NorCal Office
  - 4. Anthony B. Decker III/CEO/Part-Time/SoCal Office
  - 5. Mark Decker/Vice President/Part-Time/NorCal Office

- 6. Mary Stockwell/HR & Payroll Manager/Fulltime/SoCal Office
- Similar Engagements with other Government Entities:

# City of Fresno - Litter & Debris Project

### Job Scope

California Highway Adoption Company (CHAC) cleans all the major freeways in the City of Fresno. We provide twice a month litter service on the busier freeways and gateways. All other freeways receive monthly litter service. We provide the City of Fresno with our work schedule and send a weekly report to our City contact, Miguel Ramirez. This report outlines the areas that were cleaned the previous week, as well as bag counts for each day. Also included are before and after photos of areas cleaned. Our CEO, Tony Decker, discusses any questions or special requests as they arise with the City of Fresno's Public Works Manager. This project involves 500 hours of labor per month and 30 hours of administration.

#### **Contract Details**

Date of Award - January 2019

Contract Ends - February 28, 2021

Amount of Award - \$316,876 annually

# **CHAC Key Personnel**

Chris Harper, Director of Operations; Fernando Salas, Crew Foreman; Tony Decker, Managing Partner.

### City of Fresno Key Personnel

Miguel M. Ramirez

Community Coordinator

**Public Works Department** 

City of Fresno - DPW

559.621.1351

miguel.ramirez@fresno.gov

# City of Antioch - Litter Project - Republic Services

Job scope

Republic Services, the City of Antioch's waste disposal company, subcontracts to California Highway Adoption Company litter and debris removal for approximately 36 miles of city streets designated by the City of Antioch twice weekly. In addition, one alley way is cleaned every week. Streets and sidewalks are cleaned. A monthly report of weekly trash bag counts per street is sent to Republic Services. Republic Services utilizes this information in reports they give to the City of Antioch's Public Works Department. Additional litter service will be done outside the scope of our Agreement, by request, for an extra fee. We utilize a two-person crew. Litter and debris are brought to the dumpster at the city yard. The crew leader sends our administration a daily bag counts and pictures. This project involves 174 hours of labor per month and 12 hours of administration.

Date of Award- January 2020.

Contract Ends - TBD

Amount of Award - \$174,000+

### **CHAC Key Personnel**

Julie Redden, Project Manager; Francisco Aguilar, Crew Leader; Chris Harper, Director of Operations

Republic Services - Key Personnel

Susan Hurl

Division Municipal Service Manager

Telephone: 925-671-5804

441 N. Buchanan Circle

Pacheco, CA 94553

Email: shurl@republicservices.com

# **City of Glendale Litter Project**

# Job Scope

California Highway Adoption Company (CHAC) provides twice monthly litter service on all freeway on/off ramps in the City of Glendale, LA County. We provide a work schedule and a weekly report to our City of Glendale contact. This report includes daily bag counts and before and after photos of areas cleaned. Any questions or special requests are handled as they arise. This project involves 48 hours of labor per month and 4 hours of administration.

# **CHAC Key Personnel**

Chris Harper, Director of Operations; Juan Jose Flores, Crew Foreman; Tony Decker, Managing Partner.

Date of Award- April 2006 (Five-year contracts have been renewed twice)

Contract Ends – October 2021

Amount of Award – \$46,800 annually

# City of Glendale Key Personnel

Regina Wheeler 818-550-3432 Rwheeler@glendaleca.gov - Public Works Shea Eccleston 818-548-3916 Seccleston@glendaleca.gov - Public Works 633 E. Broadway Glendale CA 91206

# **Experience and Qualifications of Key Personnel**

#### Tony Decker III - President and Co-Founder

Tony started California Highway Adoption Company 26 years ago. At the company's launch, Tony was a member of our first litter removal crew. In partnership with his father and brothers, the company has grown to become the largest litter removal firm in the state of California. Tony's primary responsibilities are the following:

- Provide guidance and mentorship to all field and office employees
- Evaluate the company's operations and continual improvements to increase operating efficiencies
- Develop the company's culture and overall company vision
- Oversee, with Mark Decker, the purchase of all company vehicles and equipment.

#### Julie Redden - Account Manager

Julie has excellent relationships with the employees of Caltrans, be it supervisors or field staff. She is responsible for over 175 sponsorships in the Adopt-A-Highway Program in California. In addition to her work in the Adopt-A-Highway Program, Julie has full responsibility for our partnership with Republic Services to clean the City of Antioch. She manages the crew, the scheduling, reporting of monthly bag counts and emergency litter services. She is a responsive problem solver with a can-do attitude. Julie has over twenty years of experience in account management.

# **Chris Harper - Director of Operations**

For the last ten years Chris has been in charge of coordinating all of the adopt-a-highway crews' schedules and work reports. Chris serves as a point of contact between individual crew leaders and laborers and upper management. Chris's role is to encourage, monitor and maintain the most thorough and efficient job performance from all of our crews, while also ensuring that all employees follow our strict safety guidelines and high standards. Chris also serves as a liaison with Caltrans, City officials and other government agencies to ensure that that their needs and wishes are met and Chris provides them with any information they may require, such as bag counts or certified payroll information.

#### Joan Harper - AR/AP Specialist

Hired in 1997, Joan handles billing and receiving and all bookkeeping duties for Landscape Maintenance of America. She has over 23 years' experience with the company and is well versed in her duties. Joan is available during regular business hours to assist our clients in any way necessary.

#### Mark Decker - Vice President - CFO

Mark joined Landscape Maintenance of America ("CHAC") in 1994 as a partner. From 1994 to 2002 Mark was Northern California Account Sales Manager. From 2002 to present Mark has been in charge of

overseeing the strategic, financial, and operational leadership of the company. Mark's primary responsibilities are the following:

- Oversee accounting
- · Handle banking relationships
- · Review contracts and business deals
- Mentor staff members at all levels
- Provide guidance for HR department
- Provide guidance to estimating team

### Mary Stockwell - Human Resources and Payroll Manager

Mary maintains payroll information by collecting, calculating and entering data. She also updates payroll records by entering changes in salary, exemptions, personnel records, direct deposit information and address changes. Mary prepares all payroll reporting as needed for office personnel and/or audits and maintains new hire and termination records, manages employee time off requests, claims processing and maintenance, organization representation for legal hearings, legal compliance monitoring for Federal and State requirements, management guideline enforcement, HR policies and procedures, verifications of employment, EDD and child support services garnishments and audit responses, expense processing and verification.

# Statement of Consultant's Current Insurance Coverage

Landscape Maintenance of America, DBA: California Highway Adoption Company meets the minimum of \$1,000,000 Professional Inability Insurance, Automobile Liability Insurance, General Liability Insurance, and Workers Compensation Insurance. My signature below as an official of CHAC verifies this statement. We will submit these required certificates immediately upon request from the City of Bakersfield.

# **Budget and Cost**

Budget and cost information is provided with the Fee Estimate provided by sealed envelope with this proposal.

Respectfully,

Vice President/CFO



Keeping your state clean one mile at a time

# ACTION BY WRITTEN CONSENT OF BOARD OF DIRECTORS OF

### Landscape Maintenance of America

a Arizona Corporation, Registered in California

The undersigned, being all the directors of the above named corporation, a Arizona corporation, in accordance with California corporate law and the bylaws of this corporation:

#### CONTRACTS AND RELATED DOCUMENTS

RESLOVED, the Board of Directors has the authority under law and by the bylaws to execute contracts, agreements, change orders, master contracts, instruments, bids, and any other actions to manage the business and affairs of the Corporation. Listed below are the Board of Directors:

Edward R. Decker Joan Ellen Harper Tony B. Decker Anthony B. Decker III Mark Decker

# AUTHORITY AND APPROVAL OF ACTIONS BY WRITTEN CONSENT

RESOLVED, Directors and Officers of the Corporation approve the action of CONTRACTS AND RELATED DOCUMENTS.

Date: 10/18/2016

Edward R. Decker, Vice President

Joan Lifen Harper, Secretary

Tony B. Doeker Treasurer/Vice President

Anthony B. Decker III/CEO/President

Mark Decker CFO/Vice Presiden

#### City of Bakersfield

#### Clean City Initiative Litter Abatement Services

Date: November 25, 2020

#### ADDENDUM NO. 1

This Addendum supplements, modifies, deletes from, or adds to the original request for proposal (RFP) documents for the proposal noted above and is hereby made part of the RFP documents and any resulting contract documents.

This addendum consists of additional guidance provided to prospective bidders in reference to RFP Section II – Budget and Cost.

### Landfill and/or Tipping Fee

The RFP did not specify whether the firm(s) performing litter abatement services under this agreement will be required to remit fees to dispose of collected materials at County of Kern landfill sites. This information may be pertinent to the potential respondents in determining costs for services. Any materials collected as part of illegal dumping and/or litter abatement activities will not be subject to landfill fees for disposal.

### **END OF ADDENDUM NO. 1**

/s/ Chris Huot, Assistant City Manager

By: Signature

Please sign and attach this form to your completed proposal to acknowledge receipt of Addendum No. 1



# **ADMINISTRATIVE REPORT**

**MEETING DATE:** 12/16/2020 Public Safety/Vital Services Measure aq.

**TO:** Honorable Mayor and City Council

FROM: Randy McKeegan, Finance Director

**DATE:** 12/4/2020

WARD:

**SUBJECT:** Accept bid from Lehr Auto Electric (\$76,145.63) for Panasonic laptop

computers for the Police Department.

# STAFF RECOMMENDATION:

Staff recommends acceptance of bid.

#### **BACKGROUND:**

Bids were solicited for 25 Panasonic laptop computers for the Police Department's training division. Four bids were received in response to the solicitation.

These laptop computers will be used in the Police Department training facility. Funds are budgeted in the Public Safety/Vital Services Fund for this purchase.

The four bids are listed below:

<u>BIDDER</u>	<u>AMOUNT</u>
Lehr, Sacramento, CA	\$76,145.63
Hypertec Direct, Tempe, AZ	\$80,708.63
Wisecom Technologies, Inc., Lanham, MD	\$85,116.84
Howard Technology Solutions, Ellisville, MS	\$91,273.56

Staff finds the low bid submitted by Lehr Auto Electric for \$76,145.63 to be acceptable.



# ADMINISTRATIVE REPORT

**MEETING DATE:** 12/16/2020 Public Safety/Vital Services Measure ar.

TO: Honorable Mayor and City Council

FROM: Randy McKeegan, Finance Director

DATE: 12/4/2020

WARD:

SUBJECT: Accept bid from LC Action Police Supply (\$47,969.35) for duty gear for

the Police Department.

### STAFF RECOMMENDATION:

Staff recommends acceptance of bid.

#### **BACKGROUND:**

Bids were solicited for duty gear for the Police Department. Three bids were received in response to solicitation. The bids solicited were based on a list of various duty gear items issued to Police officers. The City determines the lowest overall bidder by multiplying the supplier's unit price for each of the items by the estimated number of units for each item.

This bid provided staff estimated quantities to provide duty gear for graduates of the current police academy and for future academies anticipated in the next 12-month period.

One bidder, LC Action Police Supply, submitted a proposal on all items. Two bidders submitted incomplete proposals. Line by line comparison shows that LC Action Police Supply is the lowest overall proposal. Spreadsheet attached.

The three bids are listed below.

#### AMOUNT TOTAL # OF LINE ITEMS BID **BIDDER**

LC Action Police Supply

San Jose, CA

\$47,969.35 Complete bid - 22 line items

Prescott, AZ

ProForce Law Enforcement \$43,072.79 Partial bid - 17 of 22 line items

Adamson Police Products

Los Alamitos, CA

\$52,164.08 Partial bid - 21 of 22 line items

Funds for 29 sets of duty gear are budgeted in the Public Safety and Vital Services Fund, the balance of items will be funded from other funds within the Police Department operating budget. Staff finds the bid submitted by LC Action Police Supply in San Jose, CA to be acceptable and recommends approval of the purchase in the amount of \$47,969.35.

# ATTACHMENTS:

Description Type

SpreadsheetBackup Material

Police Department Duty G	ear				Police Supply lose, CA	Enfor	orce Law rcement cott, AZ	Pro	on Police oducts mitos, CA
	Item			UNIT	EXTENDED	UNIT	EXTENDED	UNIT	EXTENDED
PRODUCT DESCRIPTION	No.	Q	YT	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE
Small Bianchi AccuMold Elite 2-1/4" duty belt BLK BW, Mfg. #22123	1	33	Each	36.23	1,195.59	38.76	1,279.08	39.73	1,311.09
Medium Bianchi AccuMold Elite 2-1/4" duty belt, BLK, BW, Mfg. #22125	2	64	Each	36.23	2,318.72	38.76	2,480.64	39.73	2,542.72
Large Bianchi AccuMold Elite 2-1/4" duty belt, BLK, BW, Mfg. #22119	3	62	Each	36.23	2,246.26	38.76	2,403.12	39.73	2,463.26
Small Bianchi Patroltek 1-1/2" belt liner, BLK, Mfg. #31327	4	33	Each	13.13	433.29	14.00	462.00	15.29	504.57
Medium Bianchi Patroltek 1-1/2" liner belt, BLK, Mfg. #31328	5	64	Each	13.13	840.32	14.00	896.00	15.29	978.56
Large Bianchi Patroltek 1-1/2" liner belt BLK, Mfg. #31329	6	62	Each	13.13	814.06	14.00	868.00	15.29	947.98
Safariland 6360 holster BLK BW right hand w/light, Mfg. #6360-8325-481	7	95	Each	99.08	9,412.60	105.96	10,066.20	106.20	10,089.00
Safariland 6360 holster BLK BW left hand with light, Mfg. #6360-8325-482	8	34	Each	99.08	3,368.72	105.96	3,602.64	106.20	3,610.80
Bianchi AccuMold Elite belt keep 4PK BW BLK Hidden, Mfg. #22091	9	109	Each	8.40	915.60	8.99	979.91	10.29	1,121.61
Bianchi Accumold Elite MK-III BLK BW Mace case, Mfg. #22103	10	109	Each	18.90	2,060.10	20.21	2,202.89	21.40	2,332.60
Safariland Model 67 baton ring BLK BW Chrome Ring, Mfg. #67-4	11	109	Each	7.35	801.15	7.86	856.74	9.18	1,000.62
Bianchi AccuMold Elite Double Cuff Cse BLK BW, , Mfg. #22178	12		Each	23.37	3,014.73	24.99	3,223.71	26.12	3,369.48
Bianchi AccuMold Elite Universal Radio Holder (closed) BLK BW, Mfg. #22113	13	89	Each	32.30	2,874.70	34.53	3,073.17	35.57	3,165.73
Bianchi Accumold Elite Key Holder BLK BW, Mfg. #22119	14	89	Each	15.23	1,355.47	16.28	1,448.92	17.51	1,558.39
RS001 Peerless Handcuffs, Nickel Finish, Mfg. #700C	15	158	Each	19.45	3,073.10	N	O BID	20.42	3,226.36
Size 2 Bianchi Accumold Elite Triple Threat Double Mag Pouch, BLK, BW, Mfg. #22265	16	129	Each	20.48	2,641.92	21.91	2,826.39	23.07	2,976.03
Don Hume 1' Hobble Secure Strap BLK,Mfg. #A093300X	17	29	Each	11.52	334.08	NO	O BID	N	O BID
Premier Crown 906 Riot Duty Helmet BLK SM, Mfg. #906-5U	18	29	Each	103.68	3,006.72	NO	O BID	102.92	2,984.68
Riot Helmet Pouch, Mfg. #SH-G-016 or equal. State Brand Name/# if equal is proposed	19	29	Each	16.39	475.31	N	O BID	25.40	736.60
Safariland Disposable Transport Hood 5PK, Mfg. #8320-0-2C	20	6	Pack	25.71	154.26	N	O BID	28.54	171.24
Surefire X300 Ulta Weapon Light BLK, Mfg. #X300U-A	21	3	Each	201.82	605.46	211.51	634.53	208.32	624.96
Surefire DG Series DG-11 Remote Switch,Mfg. #76112	22	29	Each	81.77	2,371.33	85.73	2,486.17	85.25	2,472.25
Subtotal					44,313.49		39,790.11		48,188.53

 Subtotal
 44,313.49
 39,790.11
 48,188.53

 Sales Tax 8.25%
 3,655.86
 3,282.68
 3,975.55

 Total
 \$47,969.35
 \$43,072.79
 \$52,164.08



# **ADMINISTRATIVE REPORT**

**MEETING DATE:** 12/16/2020 Public Safety/Vital Services Measure as.

**TO:** Honorable Mayor and City Council

FROM: Randy McKeegan, Finance Director

**DATE:** 12/1/2020

WARD:

**SUBJECT:** Purchase of Four Door Police Interceptor Utility vehicles:

- 1. Accept bid from Jim Burke Ford (\$2,294,819.34) for 66 four-door police special interceptor utility vehicles for the Police Department.
- Appropriate \$19,167 Equipment Fund Balance to the Public Works Department's Operating Budget to fund the amount of purchase costs recovered through fleet rental rates for one unbudgeted vehicle.
- Transfer and appropriate \$15,603 Self-Insurance Fund balance to the Public Works Department's Operating Budget within the Equipment Management Fund to fund the amount of purchase costs to be paid by the Self-Insurance fund for one unbudgeted vehicle.

#### STAFF RECOMMENDATION:

Staff recommends acceptance of the bid and approval of transfer and appropriations.

#### **BACKGROUND:**

This item approves the purchase of a total of 66 police vehicles:

- 35 police vehicles have reached or exceeded their expected lifespan and are budgeted for normal replacement through funding within the Equipment Management Fund;
- 30 police vehicles are being purchased for new officers hired with Public Safety and Vital Services (PSVS) Funds; and
- One police vehicle is being purchased to replace a police vehicle that sustained major fire damage and the cost for repair is not economically feasible. Funding for the replacement police vehicle is as follows: \$19,167 from the Equipment Management fund (amount recovered through fleet rental rates) with the balance of \$15,603 from the Self-Insurance Fund

Bids were solicited for the purchase of 66 police interceptor utility vehicles. One bid in the

amount of \$2,294,819.34 was received from Jim Burke Ford in Bakersfield. Staff finds the bid to be acceptable and recommends approval of the purchase and related appropriations.



# **ADMINISTRATIVE REPORT**

**MEETING DATE:** 12/16/2020 Deferred Business 14. a.

TO: Honorable Mayor and City Council

FROM: Christian Clegg, City Manager

**DATE:** 11/23/2020

WARD:

**SUBJECT:** CARES Act Funding Update.

### STAFF RECOMMENDATION:

Staff recommends receiving and filing the presentation.

### **BACKGROUND:**

The Coronavirus Aid, Relief, and Economic Security (CARES) Act was approved by Congress in March of 2020. This economic relief package provides funding to individuals, businesses and governments to address the negative impacts of COVID-19. The \$2 trillion CARES package included \$150 billion for the Coronavirus Relief Fund (CFR) for local governments. The City of Bakersfield received a CRF allocation from the State of California totaling \$33.5 million as part of its Fiscal Year 2021 budget. At this time, all funds allocated under this program are to be expended or obligated (with a 90 day liquidation period) no later than December 31, 2020. Staff from the City Manager's Office and Finance Department will provide a status update on the progress of expending these funds and outline several updates that have occurred since the City Council approved the expenditure framework in August 2020.

### **Additional Background:**

At the August 12, 2020, City Council meeting staff presented a comprehensive plan to direct the City's CARES allocation to several initiatives to support individuals, small businesses and non-profits impacted by COVID-19. Additionally, funds were identified to recoup direct costs of the City related to mitigating the impacts of COVID-19. The City Council approved the plan and two appropriations of the CRF, providing staff the ability to allocate resources within the framework of the plan in response to the evolving needs of the community.

Since August 12th, staff has established internal accounting and reporting systems to account for the City's direct costs. Additionally, the City Council has approved or authorized the approval of nine agreements or memorandums of understanding to enable the funding to reach impacted individuals, small businesses and non-profits. The City has continued to expend the funds in timely manner and has remained in compliance with state reporting requirements. Over the next several months, staff anticipate engaging with the state as part of a routine audit of the City's utilization of the funds. Staff

also anticipates taking action during the mid-year budget update to reimburse individual City department budgets to ensure the respective budgets are made whole.

Furthermore, staff is closely tracking discussions within the federal government that may result in additional stimulus funding being directed to cities. At this time the specific amounts, timing and eligible uses are unknown. Should additional funding become available, staff will return to the City Council with plan for utilization.

### **ATTACHMENTS:**

Description Type

PowerPoint presentation Backup Material

rom:

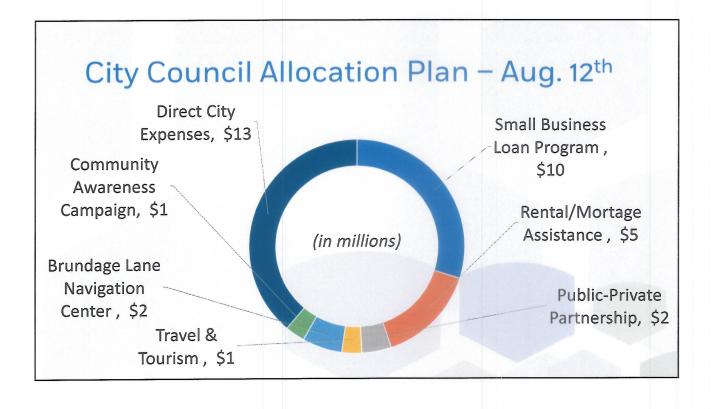


# Coronavirus Aid, Relief, and Economic Security (CARES) Act

# **Update & Next Steps**

# Overview

- The Coronavirus Aid, Relief, and Economic Security (CARES) Act was signed into law on March 27, 2020
- \$33.5 million allocation to City as part of state's FY 21 budget
- Necessary expenditures incurred due to COVID-19 between March 1, 2020, and December 31, 2020
- City Council approved framework for use of City CARES Act allocation on August 12<sup>th</sup>
- 4.5 months from planning to full implementation
- All \$33.5 million will be expended



Partners (Agreements)	Dollar Amount	Purpose
County of Kern	\$5.275 million	Small business loans/non-profit assistance
Housing Authority of Kern	\$5 million	Rental/mortgage assistance
Greater Bakersfield Chamber of Commerce	\$100,034	Small business support/technical assistance
Greater Bakersfield Chamber of Commerce (Signage/Markings)	\$36,000	Small business operational assistance
Kern Hispanic Chamber of Commerce	\$110,000	Small business support/technical assistance
Black Chamber/Old Gold Ventures	\$111,000	Small business support/technical assistance
Kern Community Foundation (Non-Profits)	\$113,692	Non-profit support/technical assistance
Kern Community Foundation (Outreach)	\$525,625	Keep Our City Open – Hospital Support
Bitwise Industries	\$750,000	Apprenticeship Program

# **Direct City Expenses**

- City's FY 21 General Fund assumed an estimated \$3 million in CARES Act reimbursements
- All eligible and necessary costs are reimbursed
  - Eligible salary/benefits, PPE, operational modifications, telecommuting costs, capital acquisitions
- Estimated costs to be reimbursed:
   \$13+ million



# Brundage Lane Navigation Center

- Modifications made from original design to meet current and future requirements associated with mitigating for COVID-19:
  - Spacing of beds
  - Air handling
  - Common area designs
  - Meal preparation areas
  - Intake areas
  - Office areas
  - Other areas of the facility that were not initially designed with COVID-19 specifications
- Estimated COVID-19 mitigation measure costs: \$1.5 million

# Public/Private Partnerships

- Focused efforts on supporting local businesses through engagement and technical support
- Executed agreements with the three local chambers of commerce and Kern Community Foundation
- Executing agreement with Bitwise to provide jobs program for individuals impacted by COVID-19
- Estimated investment: \$1.22 million

# Travel and Tourism

- Many sector businesses/organizations covered under other areas of plan: small business/non-profit assistance
- Arena, Convention Center and Amphitheatre essentially shut down since March
- Ensuring basic maintenance and security of venues is of significant value to taxpayers
- Estimated expenditures: \$800,000

# Community Awareness Campaign

- Keep Our City Open campaign led by Kern Hospital Group and in partnership with the Kern Community Foundation
- Encourages adherence to CDC and CA DPH guidelines to reopen economy
- Focus on masks, social distancing, etc.
- Multi-faceted campaign:
  - Pole Banners
  - Billboards & Digital Billboards
  - Bill inserts
  - Bus Wraps
  - Building Banners
  - TV Advertisement
  - Digital Advertisement
- Estimated costs for campaign: \$525,625



# Rental/Mortgage Assistance

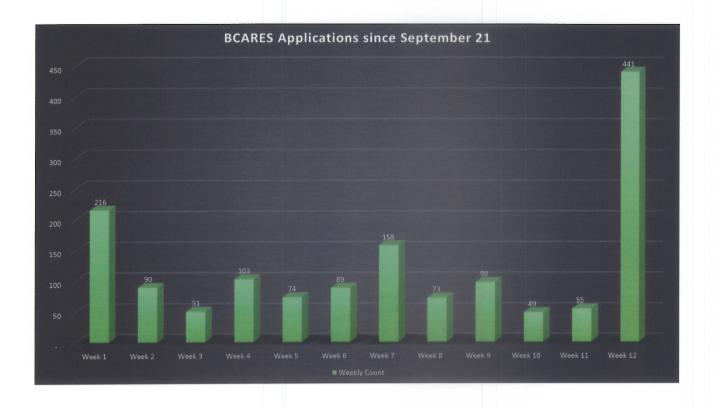
- Agreement with Housing Authority allocated up to \$5 million to assist vulnerable populations impacted financially by COVID-19
- Assistance is paid directly to landlord
- As of last update from HACK:
  - 395 payments totaling nearly \$700,000
  - 582 applications in queue
- Statewide eviction moratorium impacting immediate demand
- Amendments made to eligibility requirements in November
- Estimated rental/mortgage assistance to be provided: \$2 to \$2.5 million

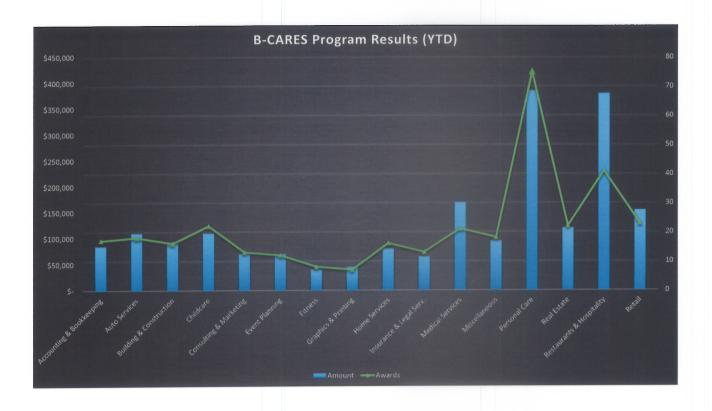
# Small Business/Non-Profit Support

- Multiple programs across different levels of government
  - Federal PPP: over 7,100 loans issued in Kern County; \$900 million
  - Kern County: 937 loans issued in Kern County; \$30 million
- City initially allocated \$10 million across three programs
- Partnership with County:
  - 74 small businesses received \$3 million in forgivable loans
  - 63 non-profits received \$1.03 million on grants from City funding
- City stood up B-CARES small business grant program

# Small Business/Non-Profit Support

- B-CARES program provides grants up to \$20,000 for eligible small businesses within the City
- Meant to fill gaps in other programs to provide easily accessible funding for small businesses impacted by COVID-19
- Since 9/21: Over \$2 million in grants awarded to over 342 small businesses
- Application deadline 12/11; Over 800 applications in review process
- Total revised B-CARES grant estimates: \$5 to \$5.5 million





# State Reporting and Compliance Review

- Reporting of City's Allocation to State of California
  - September 4<sup>th</sup>
  - October 12<sup>th</sup> \$11 million reported by City
  - Next report Due January 6<sup>th</sup>
- State Department of Finance Compliance Review
  - Monitoring required by Federal program of over \$8 Billion
  - To evaluate compliance with receipt, expenditure and reporting.
  - Scheduled for December work to be completed in 2 to 3 weeks

# **Next Steps**

- Staff moving to close out all programs currently under agreement/funded with CARES Act funds
- Reallocate unexpended funds from certain areas of plan to:
  - 1) Cover the remaining eligible B-CARES grant applications: \$2.5+ million
  - 2) Balance will be allocated to direct City expenses
- Complete auditing process with State of California
- Continue to monitor for additional/new stimulus packages

# Thank You!

- Brianna Carrier, City Manager's Office
- Joe Conroy, City Manager's Office
- Randy McKeegan, Finance
- Tera Loveless, Finance
- Melanie Dunwoody, Finance
- General Services/Traffic Engineering
- Code Enforcement
- BLNC Admin Team
- Jim Zervis, County of Kern
- Community Partners