

BAKERSFIELD CITY COUNCIL MINUTES MEETING OF JANUARY 6, 2021

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

REGULAR MEETING - 5:15 PM

1. ROLL CALL

SPECIAL NOTICE Public Participation and Accessibility January 6, 2021 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 January 6, 2021, 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. INVOCATION
- 3. PLEDGE OF ALLEGIANCE
- 4. PRESENTATIONS
- 5. PUBLIC STATEMENTS
 - a. Public statements received.

6. WORKSHOPS

Public comments will be received after Staff presentation.

7. APPOINTMENTS

a. One appointment (at-large) to the Fire Department Civil Service Board due to the term expiration of Dr. Ronald Eaves on December 31, 2020.

Staff recommends City Council determination.

b. Three appointments (at large) to the Miscellaneous Departments Civil Service Board due to the term expirations of Tom Dorlis, and Ronald Wolfe (terms expired December 31, 2020) and one vacant position.

Staff recommends City Council determination.

c. One appointment (at large) to the Police Civil Service Board to serve a term to expire on December 31, 2023, due to the term expiration of Kelly Lucas (December 31, 2020.)

Staff recommends City Council determination.

d. One appointment (at-large) to the Historic Preservation Commission due the term expiration of Cheryl Long (March 30,2020.)

Staff recommends City Council determination.

Ward(s) 2, 5, 6

e. Appointment of four Regular Committee Members and four Alternate Committee Members to four year terms (Mayor appointment, Wards 2, 5 & 6) to the Keep Bakersfield Beautiful Committee, due to the term expirations of regular members John Enriquez (Mayor), Monica Cater (Ward 2), Crystal Pinthong (Ward 5), and Bob Lerude (Ward 6); and alternate

members Heather Pennella (Mayor), Norma Jean Jackson (Ward 2), Mathew Martin (Ward 5) and Sophia L. Felix (Ward 6).

Staff recommends Council determination.

f. One appointment (at large) to the Metropolitan Bakersfield Habitat Conservation Trust Group due to the term expiration of James Buchanan (September 30, 2020)

Staff recommends Council determination.

g. One appointment to the Bakersfield Youth Commission due to recent vacancy for Mayor's alternate appointment (term expired on July 31, 2020).

Staff recommends City Council determination.

h. One appointment to the Golden Empire Transit District Board (term to expire January 6, 2025) due to the expiration of term of Carlos Bello, whose term expires January 6, 2021.

Staff recommends Council determination.

8. CONSENT CALENDAR

Staff recommends adoption of Consent Calendar items.

Minutes:

a. Approval of minutes of the December 16, 2020, Regular City Council Meetings.

Payments:

b. Receive and file department payments from December 4, 2020, to December 22, 2020, in the amount of \$18,110,233.06; Self Insurance payments from December 4, 2020, to December 22, 2020, in the amount of \$661,713.65; totaling \$18,771,946.71.

Ordinances:

Ward 2

c. First reading of ordinance amending the Official Zoning Map in Title 17 of the Bakersfield Municipal Code by changing the zone district from a PCD (Planned Commercial Development) zone to a CC (Commercial Center) zone on 1.38 acres located at 1001 Baker Street. A resolution adopting Addendum to the Mitigated Negative Declaration will also be considered.(ZC No. 20-0267)

Resolutions:

d. 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.

Ward 2

- e. Repair of the Convention Center Orchestra Pit Stage Lift:
 - Resolution dispensing with normal bidding procedures due to the necessity to successfully integrate work, supplies, equipment or materials previously completed by Thyssenkrupp Elevator Corporation to repair the motor, the pump and valve for the orchestra pit stage lift, not to exceed \$146,184.
 - 2. Agreement with Thyssenkrupp Elevator Corporation to repair the orchestra pit stage lift, not to exceed \$146,184.
 - 3. Appropriate and transfer \$146,184 from the Facility Replacement Reserve Fund to the Public Works Department Capital Improvement Budget within the Capital Outlay Fund to a new capital improvement project for major repairs to the Bakersfield Convention Center orchestra pit stage lift.

Ward(s) 1, 2

- f. 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 4-228 (127 & 129 E. 8th Street) Ward 1
 - 2. Area 4-232 (830 Butte Street) Ward 2

Ward(s) 2, 3

- g. 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:
 - ROI No. 2070 adding Area 4-229 (1406 & 1409 Monterey Street) – Ward 2
 - 2. ROI No. 2071 adding Area 4-230 (1213 Columbus Street) Ward 3
 - ROI No. 2072 adding Area 4-231 (905 E. 18th Street) Ward 2
 - 4. ROI No. 2073 adding Area 4-234 (4500 Buck Owens Boulevard) Ward 3

Ward 2

h. Resolution of Intention No. 2047 for the vacation of the north 19.46 feet by 82.50 feet of R Street, located 302.25 feet north of California Avenue.

Agreements:

Ward 3

i. Agreement with Keith Barnes DBA The Garden Spot to provide concession services at the Mesa Marin Sports Complex.

- j. Final Map, Improvement Agreement and Landscape Agreement with Wincomp, LLC for Tract 6663, Unit 2 located south of Panama Lane and west of Ashe Road.
- k. Agreement with Old River Ranch, LLC. and RTS Orchards,
 LLC. for the development of future public and private parks within in the Old River Ranch Development.
- Ward 4, 5

 I. Agreement with Castle and Cooke California, Inc. (\$573,737), for the purchase of future right-of-way located at the west end of Ming Avenue south of the Kern River.
 - m. Freeway Maintenance and Electrical Agreements with Caltrans for the Westside Parkway Route Adoption.
 - n. Clean City Initiative Agreement with Bakersfield Homeless Center (\$687,000) for litter and bulky item abatement services.
 - o. Amendment No. 2 to Agreement No. 19-041 with Kemira Water Solutions, Inc. (\$100,000; revised not to exceed \$270,000; and extend term one year), to continue the supply of Ferric Chloride.
 - p. Amendment No.1 to Agreement 18-067 with Kern Delta Water District to clarify maintenance and inspection responsibilities for the new improvements in the Stine Canal.
 - q. Amendment No. 1 to Agreement No. 2020-060 with Bakersfield Kern Regional Homeless Collaborative and County of Kern.
 - r. Amendment No. 1 to Agreement No. 19-154 with Software One (\$200,000; revised not to exceed \$1,400,000) for additional Microsoft Licenses.
 - s. Contract Change Order No. 2 to Agreement No. 19-212 with Griffith Company (\$17,619.16; not to exceed \$485,973.11), for the Street Widening: Wible Road, between Esperanza Drive and Medallion Rose Avenue Project.
 - t. Contract Change Order No. 1 to Agreement No. 2020-144 with American Landscape, Inc. (\$17,782; revised not to exceed \$1,173,491.40) for the Wastewater Treatment Plant No. 3 Landscape and Irrigation Improvements for McCutchen and Gosford Road Project.

Bids:

u. Accept bid and approve contract with Insituform Technologies (\$444,905.50) for Sewer Rehabilitation within the Alta Vista Drive area.

Miscellaneous:

Ward 2

Ward(s) 4, 5

Ward 7

Ward 2

- v. Appropriate \$37,845 plan check revenue to the Public Works Department operating budget within the Development Services Fund to fund review of fiscal year 2020/2021 2nd quarter Wireless Facilities Right of Way Permit applications.
- w. Review and acceptance of the Fiscal Year 2019-2020 Annual Compliance Report for Transportation Impact Fees prepared in accordance with California Government Code §66006.
- x. Review and acceptance of the Fiscal Year 2019-2020 Annual Compliance Report for Planned Sewer Area Fees prepared in accordance with California Government Code §66006.
- y. 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.
- z. Review and acceptance of the Fiscal Year 2019-2020 Annual Compliance Report for Bridge Crossing and Major Thoroughfare Fees prepared in accordance with California Government Code §66006.

Successor Agency Business:

Public Safety/Vital Services Measure:

Ward 2

aa. Contract Change Order No.1 to Agreement No. 20-112 with James E. Thompson, DBA JTS Construction (\$43,511.86; revised not to exceed \$311,011.86), for the Convention Center Concrete Flooring Reconstruction Project.

9. CONSENT CALENDAR PUBLIC HEARINGS

10. HEARINGS

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

- 11. REPORTS
- 12. DEFERRED BUSINESS
- 13. NEW BUSINESS
 - a. Election of Vice-Mayor.To be determined by Council.

14. COUNCIL AND MAYOR STATEMENTS

15. ADJOURNMENT



ADMINISTRATIVE REPORT

MEETING DATE: 1/6/2021 Public Statements 5. a.

TO: Honorable Mayor and City Council

FROM: Julie Drimakis, City Clerk

DATE: 1/5/2021

WARD:

SUBJECT: Public statements received.

STAFF RECOMMENDATION:

BACKGROUND:

ATTACHMENTS:

	Description	Туре
D	JD Phillips	Correspondence
D	Michael Walsh	Correspondence
D	Brett Nellis	Correspondence
D	Emily Keverline	Correspondence
D	Shannon Dennis	Correspondence
D	Kim Ouska	Correspondence
D	Sean Starr	Correspondence
D	Sam Han	Correspondence
D	Alyssa Hulse	Correspondence
D	MT Merickel	Correspondence
D	Misty Caraan	Correspondence
D	Darrin Starr	Correspondence
D	Heather Merickel Family	Correspondence
D	Daphne Marin	Correspondence
D	Sarah Samms	Correspondence
D	Kathleen Valenzuela	Correspondence
D	Hindsight Inc.	Correspondence
D	Sarah Appleton	Correspondence
D	Heathe Appleton	Correspondence
D	Nicole Lewis	Correspondence
D	Gregory Collins	Correspondence

D .	Kirk Boland	Correspondence
D	Janie Boland	Correspondence
ם	Adam Cohen	Correspondence
ם	Troy Hightower	Correspondence
ם	Kevin Bush	Correspondence
D	Voice Message - James Lautner	Correspondence
ם	Voice Message	Correspondence

From:

JD Phillips <JDPhillips135@hotmail.com>

Sent:

Sunday, December 20, 2020 9:56 AM

To: Cc:

Christian Clegg; karenkgoh@gmail.com City_Clerk; kerntax@kerntaxpayers.org

Subject:

Public Comment January 6th Council Meeting

Follow Up Flag:

Follow up

Flagged

Flag Status:

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

Dear Christian, Karen,

Our family lives near S St and California. We supported Measure N two years ago. However, when someone came by our home asking us to sign a petition to repeal Measure N, I must say we paused and are seriously considering it. Our public safety and vital service concerns include:

- Lack of critical road maintenance along the California/New Stein Corridor from Union Ave to White Lane
- Lack of lighting maintenance ... both along S St and in the parks [Mill Creek, Lowell, and Central]
- Homeless in our parks

In particular, our family has repeatedly submitted tickets using the city's app and none of these things seem to get done. While a lot of these issues were caused by Mr. Tandy, we are particularly concerned about how we were promised the homeless situation would get better. Instead, we cannot take our grandchildren to the parks because they are dimly lit and filled with homeless encampments. We had to stop taking them to the park when a transient exposed themselves urinating.

In this time of COVID, being able to enjoy our parks has never been more important. Can't the city do more to ensure they safe and clean? Lighting maintenance, bicycle patrols, shopping cart bans? We understand the city council considered a shopping cart ban in parks like other Central Valley cities to help clean up our parks. What ever happened to this? Why were backyard hens fast tracked and policies to help clean up our parks shelved?

Bakersfield can do better than this.

The Phillips

From:

Michael.Walsh18 < Michael.Walsh18@protonmail.com>

Sent:

Sunday, December 20, 2020 1:35 PM

To:

kerntax@kerntaxpayers.org; karenkgoh@gmail.com; Christian Clegg; City_Clerk

Cc:

community@8cantwait.org; xavier.Becerra@doj.ca.gov; peoplesbudgetbako@gmail.com

Subject:

Measure N Repeal - City Council Comment 1/6/21

Follow Up Flag:

Follow up

Flag Status:

Flagged

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

Dear Mayor Goh, Mr. Clegg,

Merry Christmas. I am writing in response to a post on social media where BPD personnel refused to provide a badge number. Is this standard practice? Does BPD have to provide a badge number of an officer reporting to an incident when requested? If so, why isn't this being done? I would appreciate a simple response to my question to know if I should support the repeal of Measure N.

Thank you,

MW

From:

Brett Nellis

brett.nellis702@gmail.com>

Sent: To: Monday, December 21, 2020 8:00 AM City_Clerk; Christian Clegg; Karen Goh

Cc:

Kerntax@kerntaxpayers.org; Karen King; Ricardo Perez; dan@acerail.com; gc; Rob Ball; mandy@freeland-architecture.com; thightower@tdhintl.net; jcoronado@tdhintl.net; Nick Fidler; Stuart Patteson; Brianna Carrier; David Lyman; Dianne Hoover; Darin Budak;

Jacqui Kitchen; Chris Huot; Cecelia Griego; Oliver Hartleben; adam.p.cohen83 @gmail.com; Ali Lewis; ajbhuee@watsonrealty.com; Angela Jarvis; Jennifer Moore (jennifer.moore@lBlGroup.com); David Nicholas (dnicholas@lBlGroup.com); Title.VI@dot.ca.gov; chamber@kcbcc.net; jtamsi@kchcc.org; 2045994@gmail.com;

fred@quoteomega.com

Subject:

January 6th City Council Public Comment - Title VI Concerns

Attachments:

blobdload[1].aspx

Follow Up Flag:

Follow up

Flag Status:

Flagged

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

Our family would like to submit a public comment for the January 6th 2021 council meeting. We were recently forwarded a map from a public meeting held by the planning and public works department about the Downtown Corridor Enhancement Master Plan.

Our family would like to thank staff for the inclusion of the disadvantaged communities south of California Avenue to highway 58.

However, our family has a number of Title VI concerns associated with how the eastern boundary has been moved to westward from the Making Downtown Bakersfield Plan (attached) to now exclude communities of color between Mill Creek and Union Avenue. We are not sure why the boundary was moved but this neighborhood is part of Downtown and should be included in the plan.

We would like to request that the eastern boundary of the plan be moved eastward back to Union Avenue. We hope this request and our concerns will be noted on the record with staff, the council, and the California Department of Transportation Title VI office.

Brett Nellis

From:

Brett Nellis

brett.nellis702@gmail.com>

Sent:

Wednesday, December 23, 2020 8:28 PM

To:

City_Clerk

Subject:

Re: January 6th City Council Public Comment - Title VI Concerns

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

The attachment is this study area map from Making Downtown Bakersfield. https://bakersfieldcity.us/civicax/filebank/blobdload.aspx?BlobID=29658

Thank you.

On Wed, Dec 23, 2020 at 11:15 AM City_Clerk < City_Clerk@bakersfieldcity.us > wrote:

Thank you for submitting your comment, however we were unable to open your attachment. Could you please resend it?

Regards,

Julie Drimakis, CPMC, CMC | City Clerk

City of Bakersfield

email: jdrimakis@bakersfieldcity.us

web: www.bakersfieldcity.us

phone: 661-326-3073

----Original Message----

From: Brett Nellis < brett.nellis702@gmail.com > Sent: Monday, December 21, 2020 8:00 AM

To: City_Clerk < City_Clerk@bakersfieldcity.us>; Christian Clegg < cclegg@bakersfieldcity.us>; Karen Goh

<kgoh@bakersfieldcity.us>

Cc: Kerntax@kerntaxpayers.org; Karen King <kking@getbus.org>; Ricardo Perez

<ri>cardoperez@getbus.org>; dan@acerail.com; gc <collinsg22@cs.com>; Rob Ball <RBall@kerncog.org>;</ri>

mandy@freeland-architecture.com; thightower@tdhintl.net; jcoronado@tdhintl.net; Nick Fidler

<nfidler@bakersfieldcity.us>; Stuart Patteson <spatteso@bakersfieldcity.us>; Brianna Carrier

<bcarrier@bakersfieldcity.us>; David Lyman < dlyman@visitbakersfield.com>; Dianne Hoover

<a href="mailto: dhoover@bakersfieldcity.us; Darin Budak Dbudak@bakersfieldcity.us; Jacqui Kitchen

<ikitchen@bakersfieldcity.us>; Chris Huot <CHuot@bakersfieldcity.us>; Cecelia Griego

< CGriego@bakersfieldcity.us>; Oliver Hartleben < oliver.hartleben@ibigroup.com>;

adam.p.cohen83@gmail.com; Ali Lewis <ali.lewis@ibigroup.com>; ajbhuee@watsonrealty.com; Angela

Jarvis <angela.jarvis@ibigroup.com>; Jennifer Moore (jennifer.moore@IBIGroup.com)

<ianvib angular visage aprical and a second and a second angular visage aprical and a second angular visage aprical angular visage a

Title.VI@dot.ca.gov; chamber@kcbcc.net; jtamsi@kchcc.org; 2045994@gmail.com; fred@quoteomega.com

Subject: January 6th City Council Public Comment - Title VI Concerns

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

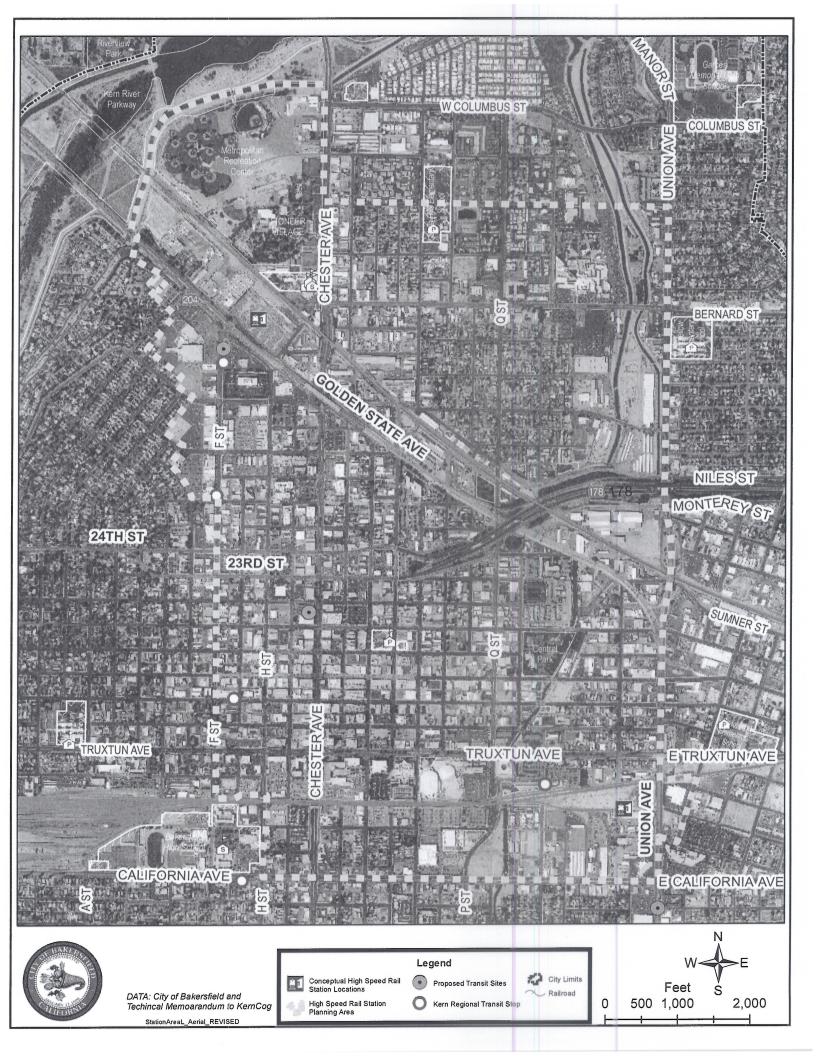
Our family would like to submit a public comment for the January 6th 2021 council meeting. We were recently forwarded a map from a public meeting held by the planning and public works department about the Downtown Corridor Enhancement Master Plan.

Our family would like to thank staff for the inclusion of the disadvantaged communities south of California Avenue to highway 58.

However, our family has a number of Title VI concerns associated with how the eastern boundary has been moved to westward from the Making Downtown Bakersfield Plan (attached) to now exclude communities of color between Mill Creek and Union Avenue. We are not sure why the boundary was moved but this neighborhood is part of Downtown and should be included in the plan.

We would like to request that the eastern boundary of the plan be moved eastward back to Union Avenue. We hope this request and our concerns will be noted on the record with staff, the council, and the California Department of Transportation Title VI office.

Brett Nellis



From:

Emily Keverline <dkeverline@msn.com>

Sent:

Monday, January 4, 2021 7:49 PM

To:

City_Clerk

Subject:

Support Backyard Hens

Follow Up Flag:

Follow up

Flag Status:

Flagged

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

I am writing in support of keeping backyard hens in the city of Bakersfield. The ability to have some food production and sustainability in your own backyard is critical for many families, especially during our current circumstances. In addition, backyard hens provide for many learning opportunities for our children and an appreciation and understanding for food production which is important as they grow into adults.

I am in support for backyard hens and request that the city council stand by their previous ordinance to allow it.

Emily Keverline

Bakersfield resident and Back yard Hen supporter

Sent from my iPhone

From:

Mrsshannondennis <mrsshannondennis@gmail.com>

Sent:

Monday, January 4, 2021 8:07 PM

To:

City_Clerk

Subject:

Support backyard Hens

Follow Up Flag:

Follow up

Flag Status:

Flagged

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

To whom is may concern, I am writing this email in favor of possessing backyard hens. Having animals of ALL kinds has been a vital part of my children's' learning. The responsibility it has taught them has been priceless. Hens are much quieter and cleaner than most animals including dogs. My neighbors' dogs bark all day and night and no one is banning dogs.

The Council needs to stand strong against the desperate attempt of a lawsuit. What we are asking for is reasonable and fair while it enhances the quality of life experiences for families. Hens help provide so much for us and are our family.

Please help us keep the law in place! Sincerely, Shannon Dennis- local teacher and mom

Sent from my iPhone

From:

Kim Ouska <kim.ouska@gmail.com>

Sent:

Monday, January 4, 2021 8:14 PM

To:

City_Clerk

Subject:

Support backyard hens

Follow Up Flag:

Follow up

Flag Status:

Flagged

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

To all city council members -

My household expects that the council uphold its previous voting in support of backyard hens after this law suit is terminated. The delaying tactics this 'anonymous group' has used cannot be allowed to give them what they want, as it would be violating the councils own decision. So many Bakersfield home owners already have plans to acquire hens since we were following the council's vote and positive decision. Many families (including us) have already spent our resources of time and money building a chicken coop that should already be occupied already based on the council's decision.

Our children followed the council decision, and voluntarily look up information about types of chickens, hatching chick, and many many other things. This is something we need to help enrich our lives during this pandemic when there are extremely limited outdoor activities.

Please honor your vote and finish allowing Bakersfield residents to own backyard hens.

Kimberly, Matthew, Jeremy, Rachel and Zachary Ouska

From:

Sean Starr <s.starr20@yahoo.com>

Sent:

Monday, January 4, 2021 8:21 PM

To:

City_Clerk

Subject:

Support backyard hens

Follow Up Flag:

Follow up

Flag Status:

Flagged

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

Hello,

My name is Sean Starr and I support backyard hens. Please follow the wishes of the last city council and the majority of bakersfield residents. Backyard hens are a reasonable pet that also provide food. Thank you.

Sent from Yahoo Mail on Android

From:

Sam Han <samhandmd@gmail.com>

Sent:

Monday, January 4, 2021 8:45 PM

To:

City_Clerk

Subject:

Support for backyard hens

Follow Up Flag:

Follow up

Flag Status:

Flagged

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

I would like to show my support for the backyard hens. I mean even the bigger cities such as LA and San Diego among many other cities allow hens and some even rooster assuming it is being kept quiet. We live in Bakersfield, a city where agriculture takes up big part of the economy compared to many other cities in CA. Yet the city doesn't allow for the backyard hens? That does not make sense at all. The hens could make great pets and also provide eggs. It is also not loud or dangerous like dogs that could attack a person. The backyard hens should be allowed. I think even a rooster or two should be allowed too assuming it is kept quiet enough especially early in the morning.

From:

Alyssa Hulse <alyssahulse@yahoo.com>

Sent:

Monday, January 4, 2021 10:27 PM

To:

City_Clerk

Subject:

SAVE THE BACKYARD HENS

Follow Up Flag:

Follow up

Flag Status:

Flagged

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

Re-read subject line. Many people have created means to their own food from home from this.

Alyssa Hulse

From:

MT Merickel <thebubh@gmail.com>

Sent:

Monday, January 4, 2021 10:48 PM

To:

City_Clerk

Subject:

Supporting Backyard Hens

Follow Up Flag:

Follow up

Flag Status:

Flagged

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

Dear Council Members:

I ask and expect you to follow through with the amendment to the city ordinance to allow for backyard hens. Do not allow a minority group that will not even make themselves known stall or prevent you from doing what is reasonable and fair. I remind you that what we are asking for enhances the quality of life experiences for families.

Over the past many months the large and ever growing backyard hen community has provided you with examples of how backyard hens are safe, not a nuisance, do not lower property values, and are being done successfully in many cities in California and our nation. We have cited factual evidence from legitimate sources; not spreading fear or "what if" scenarios.

You should have the confidence and respect of our residents to provide them the opportunity to raise hens, with the safeguards and restrictions of an ordinance.

I have been told by Council Members that oppose the change in the ordinance that they believe I am capable of raising hens respectfully and in a manner that would not be a concern. They have implied that others would not be able to do so. It saddens me to think that some of our Council Members do not believe that the majority of Bakersfield residents are not capable of doing this. It has been my experience that the people I have come in contact with through this grassroots movement are wonderful, intelligent, and caring people. They are good neighbors that love their families and community. They enjoy owning pets and want to provide a good and safe life for them.

The backyard hen community has proven that it is responsible and respectful. It is time that you align our city ordinance with the current accepted practice of hen ownership for Bakersfield residents. I still have conversations with residents that tell me that hens are already legal in Bakersfield. Backyard hens is an accepted practice. It makes no sense at all to not legalize what is already happening. By formalizing the ordinance it provides us great opportunities to educate and support each other while living up to the safeguards and restrictions of the ordinance. We are your partners, and we are very committed to making this a successful transition

Just because of a desperate CEQA lawsuit by a minority unidentified group, in no way should the conversation of legalizing backyard hens be over. You should be working to honor the majority vote that approved backyard hens. At the very least, you should be working towards a compromise, not an ultimatum of "no hens or a lawsuit", that finds a doable solution for all stakeholders. The backyard hen community has earned this, and you should fight for us.

What we have asked for and you have already approved is reasonable and fair while it enhances that quality of life experiences for families.

You may reach me at thebubh.wixsite.com/bubh for further discussion. I will make myself available to you. Several of you have taken me up on this offer. I hope the rest of you do. I would appreciate understanding your points of views while being provided an opportunity to support my beliefs with facts and real life examples. This is how we are to collaborate and communicate together to find workable solutions.

What we have asked for is reasonable and fair while it enhances the quality of life experiences for families.

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



Virus-free. www.avg.com

From:

MISTY CARAAN <mlcaraan@me.com>

Sent:

Monday, January 4, 2021 11:32 PM

To:

City_Clerk

Subject:

Support Backyard Hens

Follow Up Flag:

Follow up

Flag Status:

Flagged

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

My name is Misty Caraan, and the purpose of this email is to express my SUPPORT for the new amendments to our city ordinances that would allow for backyard hens, with safeguards and restrictions. The ordinance updates that have actually passed twice now, should not be allowed to be delayed simply because a group of anonymous people didn't get their way.

I live in an R1 neighborhood located in ward 5. We are surrounded by orchards and agricultural land. I personally feel that just because residents would be allowed to raise chickens, does not mean every household will do so. The few households that would actually be interested in raising a few chickens in line with the given restrictions, on their own property, are going to take the venture very seriously, and because there are restrictions and guidelines, more thought would go into the decision of owning hens than some would put into owning a cat or a dog.

As far as the concern of smell and noise that would come of allowing backyard chickens, hens do not produce the amount of noise that barking dogs left outside all day and all night do, nor does it compare to the noise of the neighbor kids who constantly scream while they play in the back yard. Just like all animals allowed in backyards, it only gets smelly when you don't properly keep up with cleaning up after them.

The numerous benefits of backyard hens are clear and undeniable. The concerns of nuisance and health have been found to be minimal and a non-factor. The majority of the council has already came to the conclusion that hens, as a backyard urban pet, is the right thing for our community.

It is my hope and expectation that this council stands up to this obstructionist attempt of a lawsuit as well as puts in motion a process to find a workable solution. This is a fair and reasonable request for something that will contribute to and enhance the quality of life experiences.

Thank you for your time and consideration!

Misty Caraan

From:

Darrin_Starr@yahoo.com

Sent:

Tuesday, January 5, 2021 4:44 AM

To:

City_Clerk

Subject:

Backyard Hens

Follow Up Flag:

Follow up

Flag Status:

Flagged

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

I support this cause

From:

Merickel Family Email <mmerickel@bak.rr.com>

Sent:

Tuesday, January 5, 2021 7:01 AM

To:

City Clerk

Subject:

Support For backyard Hens

Follow Up Flag:

Follow up

Flag Status:

Flagged

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

Dear returning and new Council Members:

The residents of Bakersfield have presented and worked with this Council for months to achieve the necessary majority votes to amend a city ordinance to allow for backyard hens. It is my hope and expectation that you follow through with making hen ownership legal. Do not let this desperate attempt of a CEQA lawsuit prevent what is fair and reasonable from happening. Please stand up for me and the many others that are asking for backyard hens. It is already an accepted practice in our city. With the safeguards and restrictions of an ordinance we will be able to better educate and support those residents that want to experience the joy of hens.

I remind you that not that many people will even consider owning hens; just like everyone does not want to own a turtle. Also, many homes already have HOAs that will prevent hens from their communities.

Backyard hens are pets that are safe and do not cause a nuisance. This has been proven in the many public comments that have been made to you. Hens have many benefits that enhance the quality of life experiences for families. I enjoy them as pets as they are easy and inexpensive to own while they are entertaining, friendly, and have their own unique personalities.

Thank you for following through with the legalization of backyard hens.

Heather Merickel

Virus-free. www.avg.com

From:

daphne marin <dnaav@yahoo.com>

Sent:

Tuesday, January 5, 2021 12:54 PM

To:

City_Clerk

Subject:

Support Backyard Hens

Follow Up Flag:

Follow up

Flag Status:

Flagged

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

Hello City Council,

Please support permitting city home owners to have Hens in their backyard. Hens reduce the big population and provide nutrient rich fertilizer for our soil which has many benefits for backyard gardens.

Thanks for your time,

Daphne Vasquez

From:

Sarah Samms < holdingavision.2918@gmail.com >

Sent:

Tuesday, January 5, 2021 3:08 PM

To:

City_Clerk

Subject:

Support Backyard Hens

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

Dear City Council Board Members,

Let the record show that I am in favor of backyard hens. As a member of this community, it is a reasonable expectation of the City Council to enact the ordinance that has been passed. I encourage the Council to stand firmly against the desperate lawsuit attempts to tear down the great opportunities backyard hens afford our urban citizens. Please maintain that what our citizens ask for is not only reasonable and fair, but it enhances the quality of life experiences for families.

The Covid pandemic has proven a need to empower our people in many ways. It has also shown that we need to rethink our quality of life. Considering this, please know I am an educator for at-risk youth in this community. We cannot discount the enriching educational experiences, the positive environmental influences, and the opportunity backyard hens afford to feed our people.

It is our responsibility to submit ideas that benefit the overall favor of our people. It is your responsibility to ensure they are achieved. Thank you for your wisdom in benefiting the people. Kindly,

S. Samms

From:

Kathleen Valenzuela < kittykat7782@yahoo.com>

Sent:

Tuesday, January 5, 2021 3:29 PM

To:

City_Clerk

Subject:

Today's council meeting

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

I live in ward 6, and I wanted to officially submit my support for backyard hens. The council had already thoroughly researched and debated the facts and came to an agreement hens should be allowed. Don't be pushed by a fringe group that doesn't represent the vast majority of Bakersfield citizens with their frivolous lawsuit. Fight for our rights to sustain ourselves, especially as eggs were IMPOSSIBLE to come by when the pandemic occurred!

From:

Hindsight Inc. <slizarus@gmail.com>

Sent:

Tuesday, January 5, 2021 4:07 PM

To:

City_Clerk

Subject:

Support Backyard Hens

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

Good afternoon,

I vehemently support Backyard Hens.

Not only is the food they provide integral to feeding our people, but the love people have for them will influence our next generation of farmers.

We are an agriculture town, it's one of the leading majors at the colleges, and it's one of our major exports.

People aren't just born with a love for agriculture, it's fostered by their experiences with livestock and plants, there's a reason that a major draw to our fairgrounds revolves around livestock, that major programs revolve around teaching children to care for animals, it's because they know what you know, children are the future.

It starts at home.

The council has already voted to support backyard hens, and it's egregious that they would let such a spurious lawsuit to change their minds.

It is absolutely worth it for our people and our future to support backyard hens.

Join many cities in the nation in continuing to support Backyard hens.

From:

Sarah Appleton <appletons84@gmail.com>

Sent:

Tuesday, January 5, 2021 8:31 PM

To:

City_Clerk

Subject:

Support Backyard Hens

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

Dear City Council Members,

Please support amending the current city ordinance to allow backyard hens. The benefits of backyard hens to families are numerous including food security, teaching opportunities for children as well as general enjoyment. These are always important, but especially now given the uncertainty and stress in our world. The potential benefits far outweigh potential concerns or problems and I urge you to support this important change. Thank you for your consideration.

Sarah Appleton, LMFT, PsyD

From:

H.R. Apple <appletonh77@gmail.com>

Sent:

Tuesday, January 5, 2021 9:11 PM

To:

City_Clerk

Subject:

Backyard hens

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

Dear City Council Members,

Please support amending the current city ordinance to allow backyard hens. The benefits of backyard hens to families are numerous including food security, teaching opportunities for children as well as general enjoyment. These are always important, but especially now given the uncertainty and stress in our world. The potential benefits far outweigh potential concerns or problems and I urge you to support this important change. Thank you for your consideration.

Heathe Appleton

From:

Nicole Lewis <nicole.lewis790@gmail.com>

Sent:

Wednesday, January 6, 2021 8:45 AM

To:

City_Clerk

Subject:

Support Backyard Hens

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

Hello everyone. I hope you and yours are well. I write this email in full support of backyard hens. I humbly ask that City Council enact the ordinance that was passed and agreed on before all of the lawsuit business.

Chickens are quieter than dogs, provide much needed social distanced food for the vulnerable, and foster a love of agriculture as a whole in the next generation. If we are to continue to keep food sovereignty as a community and nation, we must not let american owned farmers die out. Because if we don't inspire the youth to start more local, American owned farming businesses, all our food production/supply will be owned by foreign entities such as Chinese investors. Players who may or may not have anyone else's best interest at heart. It would leave us vulnerable to whims, will, and preferences of people who have never even lived here, and never will. That's not the America any of us want to live in.

I do not have chickens yet. I hold out hope that you all will soon allow me to buy them to feed myself, donate eggs to our strained food banks, and be an ambassador for the vital job that is feeding America.

Thank you.

From:

gc <collinsq22@cs.com>

Sent:

Wednesday, January 6, 2021 9:33 AM

To:

City_Clerk; Christian Clegg; Karen Goh

Cc:

Kerntax@kerntaxpayers.org; kking@getbus.org; ricardoperez@getbus.org; dan@acerail.com; RBall@kerncog.org; mandy@freeland-architecture.com;

thightower@tdhintl.net; jcoronado@tdhintl.net; Nick Fidler; Stuart Patteson; Brianna Carrier; David Lyman; Dianne Hoover; Darin Budak; Jacqui Kitchen; Chris Huot; Cecelia

Griego; oliver.hartleben@ibigroup.com; adam.p.cohen83@gmail.com;

ali.lewis@ibigroup.com; ajbhuee@watsonrealty.com; angela.jarvis@ibigroup.com; jennifer.moore@ibigroup.com; dnicholas@ibigroup.com; Title.VI@dot.ca.gov;

chamber@kcbcc.net; jtamsi@kchcc.org; 2045994@gmail.com; fred@quoteomega.com;

brett.nellis702@gmail.com; Navdip Grewal; andrae@andraegonzales.com

Subject:

January 6th City Council Public Comment

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

I agree and support the public comment, submitted by Brett Nellis, for the January 6th, 2021 council meeting.

Over the past few years, I have attended and participated in several focus groups regarding the Downtown Corridor Enhancement Plan and I recently participated in the Stakeholder Engagement Workshop for the Downtown Corridor Enhancement Master Plan and I am concerned with the changes to the plan. Thank you to staff for the inclusion of the disadvantaged communities south of California Avenue to highway 58.

However, it is disheartening to see the eastern boundary has been moved westward from the Making Downtown Bakersfield Plan to now exclude communities of color between Mill Creek and Union Avenue.

By moving the boundary Westward to Chester Avenue it will lead to further inequities in the historic and community of color.

I respectfully agree with Brett Nellis and would like to request that the eastern boundary of the plan be moved Eastward back to Union Avenue. We hope this request and our concerns will be noted on the record with staff, the council, and the California Department of Transportation Title VI office.

Gregory Collins

Dear City Council Members,

Since Covid-19 has come along many Cities across the country are considering allowing backyard hens. I have found multiple other cities that passed new ordinances in 2020 during the time of Covid-19 to allow backyard hens. (I am sure there are more)

Stockton, California
La Mesa, California
Hopkins, Minnesota
Princeton, New Jersey
Lincoln, Illinois

Hanford, California Prairie Village, Kansas Alpharetta, Georgia Amery, Wisconsin Baxter, Minnesota

On top of that there are many other cities that are in the process of drawing up new ordinances to allow backyard hens

One of the arguments against allowing backyard hens is that it would cause a reduction in property values.

This simply isn't so, many cities already allow backyard hens, and in fact some real estate agents see having a backyard coop as a major selling point.

According to Realtor.com the top 10 housing markets of 2020,

Boise, ID McAllen, TX

McAllen, TX Tucson, AZ

Chattanooga, TN Columbia, SC Rochester, NY

Colorado Springs, CO

Winston-Salem, NC Memphis, TN

Charleston, NC

All of the 10 cities on the list allow backyard hens.

Also according to Businessinsider.com top 10 best places to live in 2020

Raleigh-Durham, NC

Seattle, WA Portland, OR

San Francisco, CA Minneapolis-St Paul, MN Des Moines, Iowa

Fayetteville, AK

Colorado Springs, CO

Denver, CO Austin, TX

Again, all the cities listed allow backyard hens as well.

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 for taking the time to listen to the community,

Kirk Boland Ward 4 Dear Council Members,

I would like to communicate my support of allowing backyard hens within the city limits.

I fully expect the City Council to enact the ordinance that was passed on October 21, 2020. I would like the City Council to stand strong against the desperate attempt of a lawsuit filed by an anonymous group. I believe that to do otherwise would be violating the civil processes of government.

I appreciate your time and consideration and hope that our family can count on your support.

Sincerely,

Janie Boland

Julie Drimakis

From: Adam Cohen <adam.p.cohen83@gmail.com>

Sent: Wednesday, January 6, 2021 11:50 AM

To: gc

Cc: City_Clerk; Christian Clegg; Karen Goh; Kerntax@kerntaxpayers.org; kking@getbus.org;

ricardoperez@getbus.org; dan@acerail.com; RBall@kerncog.org; mandy@freeland-architecture.com; thightower@tdhintl.net; jcoronado@tdhintl.net; Nick Fidler; Stuart Patteson; Brianna Carrier; David Lyman; Dianne Hoover; Darin Budak; Jacqui Kitchen; Chris Huot; Cecelia Griego; oliver.hartleben@ibigroup.com; ali.lewis@ibigroup.com; ajbhuee@watsonrealty.com; angela.jarvis@ibigroup.com; jennifer.moore@ibigroup.com; dnicholas@ibigroup.com; Title.VI@dot.ca.gov; chamber@kcbcc.net; jtamsi@kchcc.org; 2045994@gmail.com; fred@guoteomega.com; brett.nellis702@gmail.com; Navdip

Grewal; andrae@andraegonzales.com

Subject: Re: January 6th City Council Public Comment

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

I share these equity concerns and also support both public comments previously submitted on this matter.

I would highly urge the city to use Union Avenue as the study boundary to the East and Highway 58 as the study boundary to the South.

Thank you,

Adam Cohen

On Wednesday, January 6, 2021, gc < collinsg22@cs.com > wrote:

I agree and support the public comment, submitted by Brett Nellis, for the January 6th, 2021 council meeting.

Over the past few years, I have attended and participated in several focus groups regarding the Downtown Corridor Enhancement Plan and I recently participated in the Stakeholder Engagement Workshop for the Downtown Corridor Enhancement Master Plan and I am concerned with the changes to the plan. Thank you to staff for the inclusion of the disadvantaged communities south of California Avenue to highway 58.

However, it is disheartening to see the eastern boundary has been moved westward from the Making Downtown Bakersfield Plan to now exclude communities of color between Mill Creek and Union Avenue.

By moving the boundary Westward to Chester Avenue it will lead to further inequities in the historic and community of color.

I respectfully agree with Brett Nellis and would like to request that the eastern boundary of the plan be moved Eastward back to Union Avenue. We hope this request and our concerns will be noted on the record with staff, the council, and the California Department of Transportation Title VI office.

Gregory Collins

Julie Drimakis

From:

Troy Hightower <thightower@tdhintl.net>

Sent:

Wednesday, January 6, 2021 12:39 PM

To:

City_Clerk

Cc:

brett.nellis702@gmail.com; collensg22@cs.com

Subject:

General Comment for the Jan 6th City Council Meeting - Downtown Corridor

Enhancement Plan

Attachments:

Downtown Corridor Enhancement plan - Screenshot.pdf

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

Hello,

I would like to express my concern about the project area defined by the Downtown Corridor Enhancement Master Plan.

We participated in the workshop held by the City. The boundary of the project area map ended at California Avenue. However, the map used in the interactive activity allowed participants to provide input south of California Avenue down to Hwy 58. There was considerable input from the participants in this area.

I believe the project area for the Plan should be extended south of California Avenue to include the input from the interactive activity.

See the attached screenshot of the activity map. The map on the right is South of California Ave.

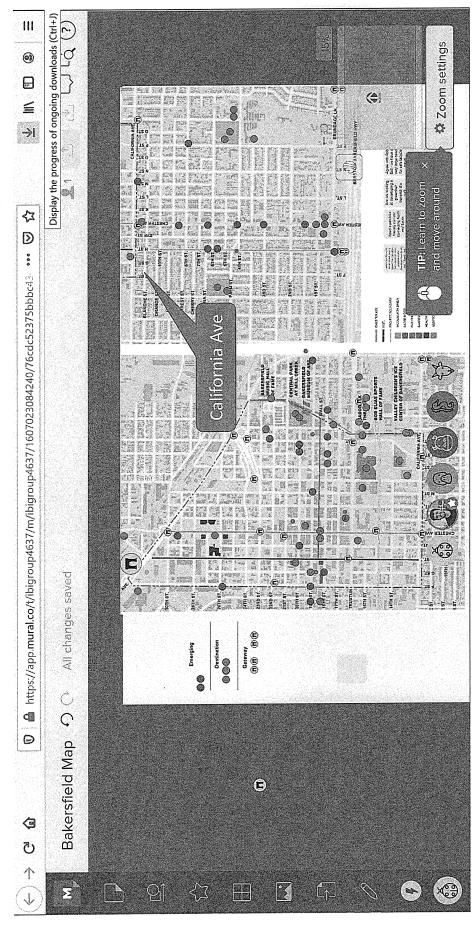
In addition, I support the comments submitted by Brett Nellis and Gregory Collins regarding the east boundary of the project area map should be extended to Union Ave.

I appreciate the City's effort in developing plans for downtown. However, the designated project area should be modified to assure the success of the plan.

Troy

Troy D. Hightower
Principal
TDH Associates International
Po Box 2493
Bakersfield, CA 93303
(661) 431-7269
thightower@tdhintl.net
www.tdhintl.net
SB/DBE Certified CUCP # 41593

Downtown Corridor Enhancement Plan - Interactive Activity Screenshot



Prepared by: TDH Associates Intl Date: December 16, 2020

Julie Drimakis

From:

Kevin Bush <2045994@gmail.com>

Sent:

Wednesday, January 6, 2021 12:43 PM

To:

Adam Cohen

Cc:

gc; City_Clerk; Christian Clegg; Karen Goh; Kerntax@kerntaxpayers.org;

kking@getbus.org; ricardoperez@getbus.org; dan@acerail.com; RBall@kerncog.org; mandy@freeland-architecture.com; thightower@tdhintl.net; jcoronado@tdhintl.net; Nick Fidler; Stuart Patteson; Brianna Carrier; David Lyman; Dianne Hoover; Darin Budak;

Jacqui Kitchen; Chris Huot; Cecelia Griego; oliver.hartleben@ibigroup.com;

ali.lewis@ibigroup.com; ajbhuee@watsonrealty.com; angela.jarvis@ibigroup.com; jennifer.moore@ibigroup.com; dnicholas@ibigroup.com; Title.VI@dot.ca.gov; chamber@kcbcc.net; jtamsi@kchcc.org; fred@quoteomega.com; brett.nellis702

@gmail.com; Navdip Grewal; andrae@andraegonzales.com

Subject:

Re: January 6th City Council Public Comment

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

I would like to go on record in support of Brett Nellis comment concerning the boundary move from Union Avenue to Chester Avenue. If any changes are to be made they should be extended eastward to Mount Vernon.

On Wed, Jan 6, 2021, 11:50 AM Adam Cohen < <u>adam.p.cohen83@gmail.com</u>> wrote: I share these equity concerns and also support both public comments previously submitted on this matter.

I would highly urge the city to use Union Avenue as the study boundary to the East and Highway 58 as the study boundary to the South.

Thank you,

Adam Cohen

On Wednesday, January 6, 2021, gc < collinsg22@cs.com > wrote:

I agree and support the public comment, submitted by Brett Nellis, for the January 6th, 2021 council meeting.

Over the past few years, I have attended and participated in several focus groups regarding the Downtown Corridor Enhancement Plan and I recently participated in the Stakeholder Engagement Workshop for the Downtown Corridor Enhancement Master Plan and I am concerned with the changes to the plan. Thank you to staff for the inclusion of the disadvantaged communities south of California Avenue to highway 58.

However, it is disheartening to see the eastern boundary has been moved westward from the Making Downtown Bakersfield Plan to now exclude communities of color between Mill Creek and Union Avenue.

By moving the boundary Westward to Chester Avenue it will lead to further inequities in the historic and community of color.

I respectfully agree with Brett Nellis and would like to request that the eastern boundary of the plan be moved Eastward back to Union Avenue. We hope this request and our concerns will be noted on the record with staff, the council, and the California Department of Transportation Title VI

office.

From: James Lautner (661-865-4772)

Good afternoon, I am a resident of bakersfield city and I support back yard hens. Bakersfield has always been a home for farmers - field is even in our name, and agriculture is a core part of both our lively hoods and identity. I hope that the council will uphold their vote in support of backyard hens. Because it passes a love of (inaudible), that so many are pulling away from. Big farmers are not getting any younger and unless inspired no one (inaudible) will be there to fill in the gap. (inaudible) love for agriculture. Not knowing where our food comes from is wide spread today. Allowing us back yard hens lets us retain some of that knowledge, a bit of that love. It encourages the farmers of tomorrow. Support for backyard hens is support for Bakersfield city. Please do not let naysayers tell you otherwise back yards hens should be approved and not a hindrance. Thank You

From: 661-978-5886

Hello Bakersfield City Council I am calling on behalf of the subject for backyard hens and I am in favor. I like to state that many people in this this town have already long before this ordinance had chickens, and would very much like to make those chickens legal. These animals are not just (inaudible), they are pets, they are family. They are what got people through the pandemic, and I would really like to see friends and family of mine not have to get rid of their pets and family. Because of a small group of people thought that our town, our agriculture town cannot handle more agriculture. We can do this, we know how to do this. We, it is just very frustrating and scary for the family members I know. Who the day before it was supposed to go into effect they had ordered online. Now they do not know what to do with their family. (inaudible) They still have their family. Thank You



ADMINISTRATIVE REPORT

MEETING DATE: 1/6/2021 Appointments 7. a.

TO: Honorable Mayor and City Council

FROM: Julie Drimakis, City Clerk

DATE: 12/30/2020

WARD:

SUBJECT: One appointment (at-large) to the Fire Department Civil Service Board

due to the term expiration of Dr. Ronald Eaves on December 31, 2020.

STAFF RECOMMENDATION:

Staff recommends City Council determination.

BACKGROUND:

There will be one appointment to the Fire Department Civil Service Board Board (Board) due to the term expiration of Dr. Ronald Eaves (expired December 31, 2020). The appointment is for a three-year term set to expire on December 31, 2023.

Applications have been received from:

- Dr. Ronald Eaves Incumbent
- Ronald Wolfe
- Patrick Bowers
- · R. Blake Smith
- Brian Dale Spicer

The Board is an advisory body to the City Council. It is composed of three members appointed by the full City Council. Members must be Bakersfield residents throughout their three-year term and shall have no connection with City government.

The Board formulates rules and regulations governing the selection, promotion, and discipline of members of the Fire Department. All applicants have been encouraged to contact each Councilmember regarding their interest and qualifications. Meetings are held the second Monday of each month at 3:00 p.m. in the Fire Station No. 1 (2101 H Street).

ATTACHMENTS:

Description Type

Dr. Ronald Eaves ApplicationBackup MaterialRonald Wolfe ApplicationBackup Material

Patrick Bowers Application

R. Blake Smith

Brian Dale Spicer Application

Backup Material

Backup Material

Backup Material

CLERK'S OFFICE USE ONLY: CITY CLERK 1600 Truxtun Avenue BAKERSHELD CHY CLERK Bakersfield, CA 93301 (661) 326-3767 Phone No. (661) 323-3780 Fax No. CITY OF BAKERSFIELD CLERK'S OFFICE USE ONLY: CITY OF BAKERSFIELD CITY OF BAKERSFIELD CITY OF BAKERSFIELD CLERK'S OFFICE USE ONLY: CITY OF BAKERSFIELD CITY OF BAKERSFIELD

CITY OF BAKERSFIELD APPLICATION FOR APPOINTMENT

INI	EREST FOR APPOINTMENT.
1.	Mr. Royald W. EAVES Ms. First Middle Last
2.	Residence address: 1200/ NICOLSON AVE.
	BAKERSFIELD KERN CA 933/2 City County State Zip
	Phone (661) 679-6444
3.	Position(s) sought: (List in order of preference)
	1) FIRE DEFT. CONTIL SERVICE COMMISSION
	2)
	3)
	4)
4.	Business Title or Occupation: RETIRED Company: Cal, State University system
	Company: Cal, Stato University system
	Address:
	City County State Zip
	Phone ()
5.	Education - List schools attended and/or graduated/degree(s):
	PhD. UCLA 1976
	BAGMA SAN JOSE STATE 1957-62
	(1959) (1962)

6.	Other Special Training or Experience: HONEYWELL, INC.	COMPUTER	PREGRAMMING	<u>19</u> 65
7.	Previous and present governmental of BAKERSFIELD FIRE 1006 - 2020	and civic experience. I	ndicate when, position and と らミRVICE (ひか	 d dufies: <i>Py 1 ≤ 510</i> ∧
8.	Pléase explain why you wish to serve I saying being of Bakerafielt. It to the men an	on a Board/Commission on a Board/Commission of Loo, Denjoy d women of t	in for the City of Bakersfield the people of being of service the Fire Apt.	l: <u>A</u> .
9,	Do you have any interests or associate please explain:	tions which might prese	nt a conflict of interest? If	yes,
	e attach your resume, and any additiona ving your qualifications. AUTHO	l information or statemer RIZATION AND RELEASE	hts which you feel would be	helpful in
	erstand that in connection with this applica available to the general public upon requ		e information contained here	in will be
	First Weaver	MATTER MATTER	1/6/20	···········
Signa	ture of Applicant	Do	ate / /	

INFORMATION FOR CITY ROSTER AND INTERNET

Please provi		th the following information:
NAME:	RONALD W	. EAVES
ADDRESS:	10001 Noca/	
PHONE NUM	bers: Home: <u>679</u> and/or work:	3-6444 S
	AUTHORIZA	TION AND RELEASE
Officials, Co	d, this information will be positions/Committees. In ernet site at www.bakersfield	printed in the Roster of Councilmembers and addition, this information will be provided a deity.us.
		s application for appointment, the information to the general public upon request.
Signature of	Romald Wennes	11/5/20 Date
SIGNATURE OF	Mahudan	

CLERK'S OFFICE USE ONLY: CITY CLERK 1600 Truxtun Avenue Bakersfield, CA 93301 (661) 326-3767 Phone No. (661) 323-3780 Fax No.

CITY OF BAKERSFIELD APPLICATION FOR APPOINTMENT

Mr. Ronald	Lauren	ce	Wolfe	
Ms. First	міddle 1140 Pr <mark>i</mark> nceton		Last	
Residence dadress.				00005
Bakersfield	Kern	Ca	DAL IS	93305
City Phone (661) 872	County 2-2429	State		Zip
	(List in order of prefe			
2) FIRE	SERVICE	BOARD	Mar N	
	CIVIL S		7/ 3	
4)				
Business Title or Occu	pation: Self Emp	oyed		
Business Title or Occupation: Self Empoyed Company: Ronald L Wolfe & Assocs			11 4	
Address: PO Box			11 1	
Bakersfiel	Kern	Ca		93302
City Phone (661) 747	County 7-4161	State		Zip
Education - List school Local K-12	ols attended and/or gr	adu <mark>ate</mark> d/degree	⊖(s):	

Current COB Misc Civil Service member
Previous and prese <mark>nt governmental and civic experience. Indicate whe</mark> n, position and dutie Kern County Grand Jury 1995-1997
Sec, Treas. Chevron Valley Credit Union- Board Member Safe 1 Credit Union
Subject Matter Expert California State Contractors Board
(REMOVE) committee member SJVU Air District 1995
Please explain why you wish to serve on a Board/Commission for the City of Bakersfield:
m a Bakersfield Native and have always felt the need to give back to my community.
Do you have any interests or associations which might present a conflict of interest? If yes, blease explain:
none
attach your resume, and any additional information or statements which you feel would be helpful g your qualifications.
AUTHORIZATION AND RELEASE
and that in confection with this application for appointment, the information contained herein will be valiable to the general public upon request.

INFORMATION FOR CITY ROSTER AND INTERNET

Please prov		ity Clerk's Office with the following information:	
NAME:	Ronal	ld L Wolfe	
ADDRESS:	1140	Princeton	
	Baker	sfield Ca 93305	
PHONE NUM	MBERS:	HOME: 661-872-2429	_
		AND/OR 661-747-4161 WORK: RWolfe@RonWolfe.com	

AUTHORIZATION AND RELEASE

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

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

Signature of Applicant

Date

CLERK'S OFFICE USE ONLY: SUBMIT TO: CITY CLERK CITY OF BAKERSFIELD 1600 Truxtun Avenue 21 DEC -7 AM 8 RESIDENT: (YES) Bakersfield, CA 93301 (661) 326-3767 Phone No. And WARD NO. 1 2 3 4 5 6 (661) 323-3780 Fax No.

CITY OF BAKERSFIELD APPLICATION FOR APPOINTMENT

1.			Bowers		
2.	Ms. First Residence address:	,	Middle La len Bridge Drive	st	
	Bakersfield	Kern	CA	93313	
	City Phone (<u>661</u> , 54	9-0814	State	Zip	
3.	Position(s) sought: 1) Miscellane	(List in order of ous Civil S	preference) Service Board		
	2) Fire Civil S				
	3) Planning C	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~			
	Historic Pro	eservation	Commission		
4.	Business Title or Occup	pation: Profe	ssor/Mortgage Lo	an Officer	
	Company: Bakersfield College				
	Address: 1801 P	anorama [Drive		
	Bakersfield	Kern	CA	93305	
	City Phone (661) 395	County 5-4011	State	Zip	
5.	Education - List school California Sta	s attended and/o	or graduated/degree(s): sity, Dominguez H	ills 2021	
			ion and Conflict F		

Other Special Training or Experience:
 Boston University School of Law, Juris Doctor 2009

University of California, Los Angeles, Bachelor of Arts 2006

Bakersfield College, Associate of Arts, 2004

7. Previous and present governmental and civic experience. Indicate when, position and duties: Student Mentor, National Endowment for the Arts
Student Mentor, Reach 4 Greatness/Stay Focused Ministries
Student Mentor, Washington Union High School
Associate, St. George's House Charity

- 8. Please explain why you wish to serve on a Board/Commission for the City of Bakersfield: I enjoy hearing directly from my fellow Bakersfield citizens about how businesses can open safely, how we can bring more good-paying jobs to Bakersfield, how we can make our neighborhoods safer, and how we can support law enforcement. I want to advocate for these things by contributing on a Board or Commission for our City. I'm ready to effectively assist in rebuilding our beloved City. I have an entrepreneurial spirit. That spirit is expressed in my work. That means as a member of a Board or Commission, I'll know how to deliver services to the people without adding taxes or fees. My business skills, passion for people, and ability to think outside the box will be a major benefit to our citizens if I am honored to serve on a Board or Commission.
- Do you have any interests or associations which might present a conflict of interest? If yes, please explain;
 NO

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

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

Patrick Richard Bowers

December 5, 2020

Signature of Applicant

Date

PAGE 02

2533

LEDEX OLLICE

84¢I-468--I99

15/02/2020 IE:40

INFORMATION FOR CITY ROSTER AND INTERNET

Please provide the Cit	y Clerk's Office with	the following	information:	
NAME: Tatri	ck Bow	ers		
ADDRESS: 200	New	Stine	2 Road	l
Bake	irstield	CA	733C	19
PHONE NUMBERS:	HOME: 66	1-52	49.0	8/4
	AND/OR WORK:	мейтинде, мен, чем не с ей от организация от от от от организация от организация от о		and and arrange and a second arrange and a second arrange are a second as a second arrange and a second arrange are a second arrange ar
	E-MAIL ADDRESS	Patrick	Cosmb	akersfield
				Con
4	AUTHORIZATIO	N AND RELEAS	E	
If appointed, this information officials, Commissions/the City's Internet site at	Committees. In ad	ldition, this info	ster of Councilme ormation will be p	mbers and rovided on
Lunderstand that in core	meetion with this are made available to	oplication for o the general p	appointment, the i Jublic upon reques	nformation t.
Y AMMA	200	45	12-5-	-20
Signature of Applicant	and the second s	Do	ate	the control of the co

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

V:\Bds&Comm\Mi\$C\Application 2010.docx

Recieved: November 20, 2020 9:53pm

SUBMIT TO:

CITY CLERK 1600 Truxtun Avenue Bakersfield, CA 93301 (661) 326-3767 Phone No. (661) 323-3780 Fax No. CLERK'S OFFICE USE ONLY:

CITY OF BAKERSFIELD RESIDENT: YES NO

WARD NO. 1 2 3 4 5 6 7

CITY OF BAKERSFIELD APPLICATION FOR APPOINTMENT

IN	TEREST FOR APPOINTMENT.	
1.	Mr. Mrs. Mrs. Ms. First Middle Smith Last	
2.	Residence address: 2617 Pueler Street	
	Bakersfield Kern (A City County State	93306
	Phone (661) 872-2716	·
3.	Position(s) sought: (List in order of preference)	
	1) Miscellaneons Civil Service Board	
	2) Police Civil Service Board	
	3) Fire Civil Service Board	
	4)	
4.	Business Title or Occupation: Retired Kern County	
	Company: Animal Services	
	Address: 3951 Fruitvale Avenue	
	Bakersfield, Kern CA	93308 Zip
	Phone (661) 868-7100	2.10
5.	Education - List schools attended and/or graduated/degree(s):	
	B5 in Psychology - Brigham Young	University
	BS in Psychology - Brigham Young MBA Cal State Bakersfield	

6.	Other Special Training or Experience: Accounting Education Cal State Bakers Sield
7.	Previous and present governmental and civic experience. Indicate when, position and duties: board of Directors for Henrielta Weill Memorial Child buildance Clinic - Islasurer & fresident
8.	Please explain why you wish to serve on a Board/Commission for the City of Bakersfield: Serve my Community
9.	Do you have any interests or associations which might present a conflict of interest? If yes, please explain: $\mathcal{N} \theta$
	attach your resume, and any additional information or statements which you feel would be helpful in ring your qualifications.
	AUTHORIZATION AND RELEASE
made	rstand that in connection with this application for appointment, the information contained herein will be available to the general public upon request.

INFORMATION FOR CITY ROSTER AND INTERNET

Please provide the City Clerk's Office with the following information:
NAME: R. Blake Smith
ADDRESS: 2617 Puder St Bakersfield, CA 93306
PHONE NUMBERS: HOME: 661 - 872-2716 AND/OR WORK: 611 661-319-893) E-MAIL ADDRESS blakes 345 @ gmail.com
AUTHORIZATION AND RELEASE
If appointed, this information will be printed in the Roster of Councilmembers and Officials, Commissions/Committees. In addition, this information will be provided on the City's Internet site at www.bakersfieldcity.us.
I understand that in connection with this application for appointment, the information contained herein will be made available to the general public upon request.
Signature of Applicant $ \frac{11/16/2026}{\text{Date}} $

SUBMIT TO:

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

	OFFICE	

CITY OF BAKERSFIELD RESIDENT: (YES) NO

WARD NO. 1 2 3 4 5 67

CITY OF BAKERSFIELD APPLICATION FOR APPOINTMENT

Mr. Brian	Dale	Spicer	
Ms. First		Last	·
Residence address:	2404 Woolard	Jr	
Bakersfield		CA	93304
City	County	State	Zip
Phone (661) 33	2-3113		
	(List in order of prefere		
n Police Civ	il Service Comr	nission	
Fire Civil S	Service Commis	ssion	
3)			
•			
4)Business Title or Occu	Teacher -	AFJROTC Inst	ructor
	rsfield High Sch	100l	
Address: 1241 (
Bakersfield	Kern	CA 93304	
City	County	State	Zip
Phone (661) 32	24-9841		
	ols attended and/or grad		
Washburn U	niversity, BS C	riminal Justice	
Capella Univ	ersity, MS Info	rmation Techno	ology

6.	Other Special Training or Experience: Retired, USAF
7.	Previous and present governmental and civic experience. Indicate when, position and duties: Retired, USAF; Security Police; Instructor, Security Police Academy, Lackland AFB; Chaplain Assistant Civil Air Patrol, Bakersfield Composite Sq, Master Sergeant Kern County Sheriff Department Citizen Service Unit, former member
.8.	Please explain why you wish to serve on a Board/Commission for the City of Bakersfield: I wish to serve in a position to give back to my community. As an older citizen, I have had a varied, full life. I would like to serve my city in a way that might use my experience in a way that, hopefully, will make a difference.
9.	Do you have any interests or associations which might present a conflict of interest? If yes, please explain: None that I am aware of.
Please review	e attach your-resume, and any additional information or statements which you feel would be helpful in ring your qualifications. AUTHORIZATION AND RELEASE
made	rstand that in connection with this application for appointment, the information contained herein will be available to the general public upon request. Jo/20/2020

INFORMATION FOR CITY ROSTER AND INTERNET

Please provi	ide the City	Clerk's Office with the	following information:	
NAME:	Brian D	. Spicer		
ADDRESS:	2404 W	/oolard Dr.		
	Bakers	field, CA 93304	4	
PHONE NÚM	iberš:	HOME: 661-332- AND/OR WORK:bd	3113 Ispicer@yahoo.com	
		AUTHORIZATION A	AND RELEASE	
Officials, Co	mmissions/	mation will be printed Committees. In addit I www.bakersfieldcity.u	d in the Roster of Councilmembers ar tion, this information will be provided o us.	id on
I understand contained h	d that in co herein will be	nnection with this applemade available to th	olication for appointment, the information are general public upon request.	nc
<u>Bua</u> Signature of	Applicant	ricei_	10/20/2020 Date	

Brian D. Spicer

Experience

7/2018 - present Bakersfield High School

Bakersfield, CA

Aerospace Science Instructor

Certificated Teacher teaching Air Force JROTC for two years at William J. (Pete) Knight High School in Palmdale; now at Bakersfield High School. Conduct classroom, laboratory, and field instruction to over 100 Cadets ranging from Freshman to Senior. Evaluate student progress and performance. Maintain, update and develop training materials specific to assigned courses. Counsel students to identify and help resolve problems. Provide input to student IEP and 504 plans striving to encourage and guide students toward a positive path in life. Mentor and instruct members of the Drill Team and Color Guard. Mentor for high school age freshmen through senior level students.

10/2015 - 7/2018

Spicer Inspections

Bakersfield, CA

Home Inspector

Certified by InterNACHI, International Association of Certified Home Inspectors. Perform a standardized, non-diagnostic inspection of a residential property performed according to the <u>International Standards of Practice for Performing a General Home Inspection.</u> A home inspection is a non-invasive, visual examination of the accessible areas of a residential property, performed for a fee, which is designed to identify defects within specific systems and components that are both observed and deemed material by the inspector.

10/2005 - 10/2015

GPI Technologies, LLC

Raleigh, NC

Help Desk Analyst II

West coast support (late hour) for Exploris POS/Inventory software issues and concerns for 3500 stores nationwide and in Canada. Answer live calls from CARQUEST store employees and log and resolve issues, problems, or concerns related to our proprietary store programs. Escalate (transfer) tickets to the appropriate department for resolution, if applicable. Resolve issues by retrieving tickets from Heat Call Logging queue and contacting store managers with resolution. Connect to terminals remotely using VNC or LogMeIn Rescue to recreate a problem or to show an employee how to complete a task. Use VNC or LogMeIn Rescue to access, configure, download/upgrade software remotely on store terminals.

1/2005 - 9/2005

NPD Group, Inc.

Reston, VA

Technical Support Specialist III

Sole on-site technician for any problems arising on network hardware or problems issued through the main help desk at headquarters using Remedy Help Desk Support software; provide level 1 help desk support utilizing phone, email, and web support for NPD systems, NPD World sites, and applications; Accomplish backup procedures on four servers using MS Backup and

ArcServe; Install, configure, and troubleshoot hardware and software on user desktops and laptops; provide instruction to users on software; perform regular PC maintenance; Operate and maintain video conferencing equipment; Responsible for the server room: run, trace and identify network wiring on switches and routers for network connections.

10/2004 - 12/2004

ITEQ, Inc.

Silver Spring, MD

Network Technician I

Install, relocate, and remove computer equipment from user's desktops; Configure PCs and network printers and equipment to operate on unsecured and secure networks; Install, connect, and maintain Cat-5 wiring in data closets; Provide information technology services as requested.

Military Experience

Retired in 2009 from the California Air National Guard, Fresno, with over 33 years total military service.

Education/Additional Information/Experience

Washburn University, Bachelor of Science, Criminal Justice, 2003 Capella University, Master of Science in Information Technology, 2008

Affiliations

International Association of Certified Home Inspectors (InterNACHI) Civil Air Patrol, Bakersfield Composite Squadron California Air National Guard, MSgt, Retired Deacon, Mount Carmel Missionary Baptist Church, Topeka, KS



ADMINISTRATIVE REPORT

MEETING DATE: 1/6/2021 Appointments 7. b.

TO: Honorable Mayor and City Council

FROM: Julie Drimakis, City Clerk

DATE: 12/9/2020

WARD:

SUBJECT: Three appointments (at large) to the Miscellaneous Departments Civil

Service Board due to the term expirations of Tom Dorlis, and Ronald Wolfe (terms expired December 31, 2020) and one vacant position.

STAFF RECOMMENDATION:

Staff recommends City Council determination.

BACKGROUND:

The City conducted a recruitment to fill three positions on the Miscellaneous Departments Civil Service Board (Board) due to the term expirations of Tom Dorlis and Ronald Wolfe (terms expired December 31, 2020) and one vacant position. These appointments are for three-year terms set to expire on December 31, 2023.

Applications for appointment have been received from:

- Ronald Wolfe Incumbent
- R. Blake Smith
- Kevin Oliver
- Patrick Bowers
- Austin Hibler

The Board is an advisory body to the City Council. It is composed of five Board members appointed by the City Council. Board members must be Bakersfield residents throughout their term and shall have no connection with City government. The Board formulates rules and regulations governing the selection, promotion, and discipline of employees affected by Civil Service. Meetings are held the third Tuesday of each month at 2:00 p.m. in City Hall North (1600 Truxtun Avenue).

ATTACHMENTS:

Description Type

Ronald Wolfe ApplicationRSmith ApplicationBackup MaterialBackup Material

Kevin Oliver ApplicationPatrick Bowers Application

Austin Hibler Application

Backup Material Backup Material Backup Material

CLERK'S OFFICE USE ONLY: CITY CLERK 1600 Truxtun Avenue Bakersfield, CA 93301 (661) 326-3767 Phone No. (661) 323-3780 Fax No.

CITY OF BAKERSFIELD APPLICATION FOR APPOINTMENT

Mr. Ronald	Lauren	ce	Wolfe	
Ms. First	Middle 1140 Princeton	1	Last	
Residence dadress.			101111	00005
Bakersfield	Kern	Ca		93305
City Phone (661) 87	County 2-2429	State		Zip
	(List in order of prefe			
2) FIRE	SERVICE	BOARD	Ma N	
	CIVIL S		7/ 1	
4)				
Business Title or Occu	pation: Self Emp	oyed		
Company: Ronal	d L Wolfe & As	socs	17. 1	
Address: PO Box				
Bakersfiel	Kern	Ca		93302
City Phone (661) 74	County 7-4161	State		Zip
Education - List school Local K-12	ols attended and/or gr	adu <mark>ate</mark> d/degree	∍(s):	

2 COD Mine Civil Coming manches
Current COB Misc Civil Service member
Previous and prese <mark>nt governmental and civic experience. Indicate whe</mark> n, position and dutie Kern County Grand Jury 1995-1997
Sec, Treas. Chevron Valley Credit Union- Board Member Safe 1 Credit Union
Subject Matter Expert California State Contractors Board
(REMOVE) committee member SJVU Air District 1995
Please explain why you wish to serve on a Board/Commission for the City of Bakersfield:
m a Bakersfield Native and have always felt the need to give back to my community.
Do you have any interests or associations which might present a conflict of interest? If yes, blease explain:
none
attach your resume, and any additional information or statements which you feel would be helpful gyour qualifications.
AUTHORIZATION AND RELEASE
and that in confection with this application for appointment, the information contained herein will be validable to the general public upon request.

INFORMATION FOR CITY ROSTER AND INTERNET

Please prov		ity Clerk's Office with the following information:	
NAME:	Ronal	ld L Wolfe	
ADDRESS:	1140	Princeton	
	Baker	sfield Ca 93305	
PHONE NUM	ABERS:	HOME: 661-872-2429	
		AND/OR 661-747-4161 WORK: RWolfe@RonWolfe.com	

AUTHORIZATION AND RELEASE

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

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

Signature of Applicant

Date

Recieved: November 20, 2020 9:53pm

SUBMIT TO:

CITY CLERK 1600 Truxtun Avenue Bakersfield, CA 93301 (661) 326-3767 Phone No. (661) 323-3780 Fax No. CLERK'S OFFICE USE ONLY:

CITY OF BAKERSFIELD RESIDENT: YES NO

WARD NO. 1 2 3 4 5 6 7

CITY OF BAKERSFIELD APPLICATION FOR APPOINTMENT

IN	TEREST FOR APPOINTMENT.	
1.	Mr. Mrs. Mrs. Ms. First Middle Smith Last	
2.	Residence address: 2617 Pueler Street	
	Bakersfield Kern (A City County State	93306
	Phone (661) 872-2716	·
3.	Position(s) sought: (List in order of preference)	
	1) Miscellaneons Civil Service Board	
	2) Police Civil Service Board	
	3) Fire Civil Service Board	
	4)	
4.	Business Title or Occupation: Retired Kern County	
	Company: Animal Services	
	Address: 3951 Fruitvale Avenue	
	Bakersfield, Kern CA	93308 Zip
	Phone (661) 868-7100	2.10
5.	Education - List schools attended and/or graduated/degree(s):	
	B5 in Psychology - Brigham Young	University
	BS in Psychology - Brigham Young MBA Cal State Bakersfield	

6.	Other Special Training or Experience: Accounting Education Cal State Bakers Sield
7.	Previous and present governmental and civic experience. Indicate when, position and duties: board of Directors for Henrielta Weill Memorial Child buildance Clinic - Islasurer & fresident
8.	Please explain why you wish to serve on a Board/Commission for the City of Bakersfield: Serve my Community
9.	Do you have any interests or associations which might present a conflict of interest? If yes, please explain: $\mathcal{N} \theta$
	attach your resume, and any additional information or statements which you feel would be helpful in ring your qualifications.
	AUTHORIZATION AND RELEASE
made	rstand that in connection with this application for appointment, the information contained herein will be available to the general public upon request.

INFORMATION FOR CITY ROSTER AND INTERNET

Please provide the City Clerk's Office with the following information:
NAME: R. Blake Smith
ADDRESS: 2617 Puder St Bakersfield, CA 93306
PHONE NUMBERS: HOME: 661 - 872-2716 AND/OR WORK: 61 661-319-893) E-MAIL ADDRESS blakes 345 @ gmail.com
AUTHORIZATION AND RELEASE
If appointed, this information will be printed in the Roster of Councilmembers and Officials, Commissions/Committees. In addition, this information will be provided on the City's Internet site at www.bakersfieldcity.us.
I understand that in connection with this application for appointment, the information contained herein will be made available to the general public upon request.
Signature of Applicant $ \frac{11/16/2026}{\text{Date}} $

TO THE STATE OF THE SERVICE OF

20 NOV 19 AM 10: 14

R. Blake Smith 1600 Truxtun Ave. bakersfield, CA 93306

BAKERSHIELD CHY CLERK

SANTA CLARITA CA 913 17 NOV 2020 PM 7 L



City Clerk 1600 Truxtun Ave Bakersfield, CA 93301

Recieved: November 13, 2020 3:36 pm

SUBMIT TO:

CITY CLERK 1600 Truxtun Avenue Bakersfield, CA 93301 (661) 326-3767 Phone No. (661) 323-3780 Fax No. CLERK'S OFFICE USE ONLY:

CITY OF BAKERSFIELD RESIDENT: YES NO

WARD NO. 1 2 3 4 5 6 7

CITY OF BAKERSFIELD APPLICATION FOR APPOINTMENT

∕ls.		Middle	Last
	10107 Olympiad		
residence add Bakersfield	dress:Kern	CA	93311
City 661 Phone (County 808-3444)	State	Zip
osition(s) soug Police Dep	ght: (List in order o artment Civil Service B ous Departments Civil S	f preference) oard	
)			
usiness Title or Oli	Real Es Occupation: ver & Associates Real	tate Broker Estate Team	
1080	0 Stockdale Hwy. Ste.	101	
Bakersfield	Kern	CA	93311
ity 661 hone (County 808-3444)	State	Zip
	schools attended and ligh School, Goleta Cal	/or graduated/degree ifornia	(s):

	Other Special Training or Experience:	
		_
	Previous and present governmental and civic experience. Indicate when, position and do	ιti
	Board member for Salvation Army for several years	
	Currently a member of Rotary International and I sit on several board including PAL, (Police Activities League Board) and the Kern County Civil Service Commission as a County Commissioner.	
	Please explain why you wish to serve on a Board/Commission for the City of Bakersfield:	
	I have enjoyed working with our past and current Mayor's and City Council members on several projects over the last few years and wanted to become more involved with our wonderful city of Bakersfield. I was also asked by City Council member Chris Parlier to apply and help out if possible.	•
		-
	Do you have any interests or associations which might present a conflict of interest? If yes, please explain:	
	I don't believe so at this time.	
	•	
		-
		-
	attach your resume, and any additional information or statements which you feel would be help ng your qualifications.	fυ
	AUTHORIZATION AND RELEASE	
er e (stand that in connection with this application for appointment, the information contained herein wavailable to the general public upon request.	ill
7	13 NOV 2020	
ıtı	ure of Applicant Date	

Please pro	vide the C Kevin O l	City Clerk's Office with the following information:
NAME:		
ADDRESS.	10107 O	lympiad Rose Ct
ADDRESS:	Bakersfi	eld, CA 93311
		661 808-3444
PHONE NUI	MBFRS:	HOME:
	TIDEIXO.	AND/OR 661 808-3444
		WORK:
		kevinoliver.realtor@gmail.com
		E-MAIL ADDRESS
		AUTHORIZATION AND RELEASE
Officials, C	ommissio	formation will be printed in the Roster of Councilmembers and as/Committees. In addition, this information will be provided on at www.bakersfieldcity.us.
		connection with this application for appointment, the information be made available to the general public upon request.
- Ju 1	AL	nt <u>13 NOV 2 20</u>
∕\$ignature o	f Applicar	nt Date

Kevin is both currently a Real Estate Broker, GRI, RCS-D and Investor in Bakersfield, California, and has been investing for over 15+ years. He got his start in Real Estate in the Wholesale field and spent his first 5 years acquiring and marketing property's to investors in California. While Wholesaling properties he spent a portion of his career recruiting and training new investors in wholesale and rehabbing business.

Kevin takes the success of his team, his network very seriously and has made his mark by inspiring many, taking risks and leading by example. To get where he is today, Kevin took his ability to inspire others and used it to motivate and mobilize agents and other investors around the US to apply real estate basics and quickly bring him leads including REOs, short sales and pre-foreclosures. He is a master at applying real estate basics to find real leads that translate into big profit.

In 2011, his partners recommended that he get his Real Estate license to assist with the sales and marketing of the company's assets as well as to exclusively work with investors to market their holdings. He personally oversaw all aspects of the sales team, pricing, advertising and promotions. He is now the sole Owner of REI Group LLC and represents many local buyers and sellers finding or selling there new homes for there families. He also works feverishly renovating single and multi-family homes, mainly in his hometown of Bakersfield, CA. Though he does like to run off to Las Vegas and play a bit while flipping in Vegas!!! He has been involved as either a Realtor or Investor in over 1000+ homes and flips and has never picked up a hammer.

Kevin is a founding member and local chapter leader of FIBI Bakersfield (For Investors By Investors – Kern Co); one of the largest investor groups in Bakersfield. Mr. Oliver also gladly serves several charities and non-profits.

Real Estate Education – WIA (Wholesale/Residential, Lease Option, Foreclosure, Commercial, & Land Development). Fortune Builders (wholesale, rehab and real estate investor marketing);

Real Estate Broker license from State of California; CalBRE #01917843. Graduate Realtor Institute, 2016 (GRI Designation) RCS-D Designation

Received the International Hall of Fame award from WIA (Rich Dad education) in 2008

CLERK'S OFFICE USE ONLY: SUBMIT TO: CITY CLERK CITY OF BAKERSFIELD 1600 Truxtun Avenue 21 DEC -7 AM 8 RESIDENT: (YES) Bakersfield, CA 93301 (661) 326-3767 Phone No. And WARD NO. 1 2 3 4 5 6 (661) 323-3780 Fax No.

CITY OF BAKERSFIELD APPLICATION FOR APPOINTMENT

1.			Bowers	
2.	Ms. First Residence address:	,	Middle La len Bridge Drive	st
	Bakersfield	Kern	CA	93313
	City Phone (<u>661</u> , 54	9-0814	State	Zip
3.	Position(s) sought: 1) Miscellane	(List in order of ous Civil S	preference) Service Board	
	2) Fire Civil S			
	3) Planning C	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~		
	Historic Pro	eservation	Commission	
4.	Business Title or Occup	pation: Profe	ssor/Mortgage Lo	an Officer
	Company: Baker	sfield Colle	ege	
	Address: 1801 P	anorama [Drive	
	Bakersfield	Kern	CA	93305
	City Phone (661) 395	County 5-4011	State	Zip
5.	Education - List school California Sta	s attended and/o	or graduated/degree(s): sity, Dominguez H	ills 2021
			ion and Conflict F	

Other Special Training or Experience:
 Boston University School of Law, Juris Doctor 2009

University of California, Los Angeles, Bachelor of Arts 2006

Bakersfield College, Associate of Arts, 2004

7. Previous and present governmental and civic experience. Indicate when, position and duties: Student Mentor, National Endowment for the Arts
Student Mentor, Reach 4 Greatness/Stay Focused Ministries
Student Mentor, Washington Union High School
Associate, St. George's House Charity

- 8. Please explain why you wish to serve on a Board/Commission for the City of Bakersfield: I enjoy hearing directly from my fellow Bakersfield citizens about how businesses can open safely, how we can bring more good-paying jobs to Bakersfield, how we can make our neighborhoods safer, and how we can support law enforcement. I want to advocate for these things by contributing on a Board or Commission for our City. I'm ready to effectively assist in rebuilding our beloved City. I have an entrepreneurial spirit. That spirit is expressed in my work. That means as a member of a Board or Commission, I'll know how to deliver services to the people without adding taxes or fees. My business skills, passion for people, and ability to think outside the box will be a major benefit to our citizens if I am honored to serve on a Board or Commission.
- Do you have any interests or associations which might present a conflict of interest? If yes, please explain;
 NO

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

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

Patrick Richard Bowers

December 5, 2020

Signature of Applicant

Date

PAGE 02

8573

LEDEX OLLICE

84¢I-468--I99

15/02/2020 IE:40

Please provide the Cit	y Clerk's Office with	the following	information:	
NAME: Tatri	ck Bow	ers		
ADDRESS: 200	New	Stine	2 Road	l
Bake	irstield	CA	733C	19
PHONE NUMBERS:	HOME: 66	1-5%	49.0	8/4
	AND/OR WORK:	мейтинде, мен, чем не с ей от организация от от от от организация от от организация от от от от от от от от от о		and and arrange and a second arrange and a second arrange are a second as a second arrange and a second arrange are a second arrange ar
	E-MAIL ADDRESS	Patrick	Cosmb	akersfield
				Con
4	AUTHORIZATIO	N AND RELEAS	E	
If appointed, this information officials, Commissions/the City's Internet site at	Committees. In ad	ldition, this info	ster of Councilme ormation will be p	mbers and rovided on
Lunderstand that in core	meetion with this are made available to	oplication for o the general p	appointment, the i Jublic upon reques	nformation t.
Y AMMA	200	45	12-5-	-20
Signature of Applicant	and the second s	Do	ate	the control of the co

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

V:\Bds&Comm\Mi\$C\Application 2010.docx

SUBMIT TO:

CLERK'S OFFICE USE ONLY:

CITY OF BAKERSFIELD

RESIDENT: (ES) NO

WARD NO. 1 2 3 4 5 6 7

CITY OF BAKERSFIELD APPLICATION FOR APPOINTMENT

Mr. Austen C			· 1
Residence address:	Middl Marringt 2600		äst
Residence address: <u>4</u> Bakersfield	Kern	CA	93309
City	County	State	Zip
Phone (661) 496	5-8427		
Position(s) sought:	(List in order of pref	erence)	
Golden Em	pire Transit I	District - Board	d Member
Planning C	ommission -	Board Members	er
Keep Bakers	sfield Beautiful	Committee - B	oard Member
	Departments Civil	Service Board - Boa	ırd Member
Business Title or Occup	Project I	Engineer	
Company: Grimn	nway Farms		
Address: 12020			
Arvin	Kern	CA	93309
City	County	State	Zip
Phone (661) 854	1-6240		
Education - List schoo		·	
Cal Poly San L	uis Obispo - E	3S Mechanical	Engineering
CSUB - MA	Education		

MIT Micromasters in Finance (in progress)
Previous and present governmental and civic experience. Indicate when, position and duties: I have no previous governmental or divic experience but I hope this will be my first! However I do have experience with continuous improvement. This will help me add value on whichever committee I serve especially if the city ever implements a program similar to LaunchKern.
Please explain why you wish to serve on a Board/Commission for the City of Bakersfield: I feel that I may be able to offer a fresh perspecitve - being a young member of the community. Additionally I recently became a father and hope to be a positive role model for my son.
Do you have any interests or associations which might present a conflict of interest? If yes, please explain: No.
attach your resume, and any additional information or statements which you feel would be helpful in ing your qualifications. AUTHORIZATION AND RELEASE

Date

Signature of Applicant

Please prov	vide the Cit	y Clerk's Office with	the following information:	
NAME:	Auster	n Hibler		
ADDRESS:	2600 E	Barrington St	#30	
	Bakers	sfield, CA 93	309	
PHONE NUI	MBERS:		496-8427	
		AUTHORIZATI	ON AND RELEASE	
Officials, C	commission	ormation will be pri s/Committees. In a at www.bakersfield	inted in the Roster of Councilmembers of addition, this information will be provided city.us.	and on
I understar contained	nd that in c herein will b	onnection with this oe made available	application for appointment, the informat to the general public upon request.	lion
Cignatura	7	<u> </u>	12/8/2020 Date	
signature c	of Applican		Dale	

Austen Hibler

2600 Barrington Street #30, Bakersfield, CA 93309 | 661-496-8427 austenhibler@gmail.com | www.linkedin.com/in/austenhibler

Education

California Polytechnic State University, San Luis Obispo
Bachelor of Science, Mechanical Engineering – December 2014
California State University, Bakersfield
Master of Arts, Education – August 2016

Employment

Grimmway Farms (Feb 2020 - present)

Project Engineer | Responsibilities:

- Using Specright to track and manage multiple projects and service orders
- Completing budgets and project timelines for production and other customers
- Managing contractors and vendors to ensure the successful and timely installation of equipment
- Using Autodesk AutoCAD to draw process flow diagrams and process & instrumentation diagrams

Wonderful Pistachios & Almonds (Feb 2017 - Feb 2020)

Process Engineer | Responsibilities:

- Managing packaging floor with eleven packaging lines and up to a hundred nonexempt employees
- Creating and auditing quality checks including bag seals, metal checks, underweight bags, etc.
- Ensuring employees are practicing GMP policies and performing their duties safely and effectively
- Using MS Excel to track orders and scheduling adherence of packaging lines

Project Experience

WP&A Waste Reduction - Overweight Pistachio Bags (June 2018 - Feb 2020)

- Objective: identify the amount of product giveaway to customers, implement solutions to reduce giveaway, and use data to evaluate success of implemented solutions
- Major contributions: implemented a new process for QCs on the floor to sample bag weights each hour, input data into Excel, and used statistical analysis to identify daily giveaway on each line
- Results: daily giveaway amounts to losses in the five-digit range, project is still ongoing but next steps include recalibrating scales, reducing the bags per minute on packaging lines by up to 15% as scheduling allows, designing an inverted cone to help control product flow to the scales, etc.

WP&A Capital Project - Laitram Preheater Installation & Validation (Dec. 2017 - June 2018)

- Objective: install and justify purchase of preheater for P1 Roasting
- Major contributions: designed and oversaw installation of cablevey runs, framework, decking, chutes, and miscellaneous equipment (brine drum, swing arm conveyor, etc.) and coordinated with four departments to execute multiple validation tests using kernels and laboratory samples
- Results: justified to senior staff the purchase of the preheater at nearly two million dollars

<u>Skills</u>

Software

- Microsoft Suite
- Autodesk Inventor
- Autodesk AutoCAD
- Smartsheets
- Python

Technical

- Casting
- Welding
- Lathe
- Mill
- Soldering

Soft

- Pragmatism
- Integrity
- Collaboration
- Conflict Resolution
- Flexibility



ADMINISTRATIVE REPORT

MEETING DATE: 1/6/2021 Appointments 7. c.

TO: Honorable Mayor and City Council

FROM: Julie Drimakis, City Clerk

DATE: 12/4/2020

WARD:

SUBJECT: One appointment (at large) to the Police Civil Service Board to serve a

term to expire on December 31, 2023, due to the term expiration

of Kelly Lucas (December 31, 2020.)

STAFF RECOMMENDATION:

Staff recommends City Council determination.

BACKGROUND:

There is one vacancy on the Police Civil Service Board due to the term expiration of Kelly Lucas (term expired December 31, 2020.) Term of appointment will expire December 31, 2023.

Applications for appointment have been received from:

- 1. Kelly Lucas Incumbent
- 2. Kevin Oliver
- 3. Brian Dale Spicer
- 4. Ronald Wolfe
- 5. Ryan Newman
- 6. Michael Shorr
- 7. Richard Williams
- 8. Dr. Mark Schamblin

The Police Civil Service Board is an advisory body to the City Council. It is composed of three (3) members appointed by the full Council. Members must be residents of the City throughout their three-year term and shall have no connection with City government.

The Board formulates rules and regulations government the selection, promotion, and discipline of members of the Police Department. All applicants have been encouraged to contact each Councilmember regarding their interest and qualifications. Meetings are help the first Wednesday of each month at 8:00 a.m., in the Police Facilities Building, Executive Conference Room 53, 1601 Truxtun Avenue, Bakersfield.

ATTACHMENTS:

	Description	Type
D	Kelly Lucas Application	Backup Material
D	Kevin Oliver Application	Backup Material
D	Brian Dale Spicer Application	Backup Material
D	Ronald Wolfe Application	Backup Material
D	Ryan Newman Application	Backup Material
D	Michael Shorr Application	Backup Material
D	Richard Williams Application	Backup Material
D	Mark Schamblin Application	Backup Material

SUBMIT TO:

CITY CLERK 1600 Truxtun Avenue Bakersfield, CA 93301 (661) 326-3767 Phone No. (661) 323-3780 Fax No. CLERK'S OFFICE USE ONLY:

CITY OF BAKERSFIELD RESIDENT: YES NO

WARD NO. 1 2 3 4 5 6 7

CITY OF BAKERSFIELD APPLICATION FOR APPOINTMENT

→ Residence addres	s: 14916 Vista	Grande Driv	е
Bakersfield	Kern	CA	93306
City Phone (661)	County 372-5559	State	Zip
Position(s) sought: Police Ci	(List in order of pre	ference) mmission	28
			112
			1 3
,			2
4)Business Title or Oc	cupation: Retired		
Address:			
City	County	State	Zip
Phone ()		ASSOMIUA	
	nools attended and/or grymount Unive		

6.	Other Special Training or Experience: Serving last year of 3-year appointment as Police Civil Service Commissioner.			
	Retired director and manager from Chevron Corp	following 38-year career.		
7.	Previous and present governmental and civic experience Appointed to Police Civil Service Commission for the 3-ye have a perfect attendance record for all scheduled regula meetings and hearings, and have attended many Police I Commissioner's presence.	ear term of 2018 through 2020. I		
8.	Please explain why you wish to serve on a Board/Commis I have enjoyed my first term serving as a Commissioner, serving the City of Bakersfield if appointed to a second te	and still have an interest in		
9.	Do you have any interests or associations which might preplease explain: No	esent a conflict of interest? If yes,		
Please review	e attach your resume, and any additional information or stater ring your qualifications.	nents which you feel would be helpful in		
	authorization and releasi			
l unde	erstand that in connection with this application for appointment	, the information contained herein will be		
made /	available to the general public upon request.	11/12/2020		
Signa	ture of Applicant	Date		

Please prov	ide the C	ity Clerk's Office with t	ne following information:	
NAME:	Kelly	S. Lucas		
10717012.				
ADDRESS:	14916	3 Vista Grande	Drive	
	Baker	rsfield, CA 933	06	
PHONE NUN	ABERS:	HOME: 661 872	2 5559	
, , , , , , , , , , , , , , , , , , , ,		and/or work:		
		Manual Control of the	slucas@yahoo.com	
		2,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
		AUTHORIZATIO	N AND RELEASE	
Officials, Co	ommissior	ormation will be prints/Committees. In ada at www.bakersfieldci	ed in the Roster of Councilmen dition, this information will be pro y.us.	nbers and ovided on
I understand contained t	d that in onerein will	connection with this a be made available to	oplication for appointment, the in the general public upon request.	formation
1400	1/10	o al	11/12/2020	
Signature of	pplicar	nt .	Date	

Recieved: November 13, 2020 3:36 pm

SUBMIT TO:

CITY CLERK 1600 Truxtun Avenue Bakersfield, CA 93301 (661) 326-3767 Phone No. (661) 323-3780 Fax No. CLERK'S OFFICE USE ONLY:

CITY OF BAKERSFIELD RESIDENT: YES NO

WARD NO. 1 2 3 4 5 6 7

CITY OF BAKERSFIELD APPLICATION FOR APPOINTMENT

∕ls.		Middle	Last
	10107 Olympiad		
residence add Bakersfield	dress:Kern	CA	93311
City 661 Phone (County 808-3444)	State	Zip
osition(s) soug Police Dep	ght: (List in order o artment Civil Service B ous Departments Civil S	f preference) oard	
)			
usiness Title or Oli	Real Es Occupation: ver & Associates Real	tate Broker Estate Team	
1080	0 Stockdale Hwy. Ste.	101	
Bakersfield	Kern	CA	93311
ity 661 hone (County 808-3444)	State	Zip
	schools attended and ligh School, Goleta Cal	/or graduated/degree ifornia	(s):

	Other Special Training or Experience:	
		_
	Previous and present governmental and civic experience. Indicate when, position and do	ιti
	Board member for Salvation Army for several years	
	Currently a member of Rotary International and I sit on several board including PAL, (Police Activities League Board) and the Kern County Civil Service Commission as a County Commissioner.	
	Please explain why you wish to serve on a Board/Commission for the City of Bakersfield:	
	I have enjoyed working with our past and current Mayor's and City Council members on several projects over the last few years and wanted to become more involved with our wonderful city of Bakersfield. I was also asked by City Council member Chris Parlier to apply and help out if possible.	•
		-
	Do you have any interests or associations which might present a conflict of interest? If yes, please explain:	
	I don't believe so at this time.	
	•	
		-
		-
	attach your resume, and any additional information or statements which you feel would be help ng your qualifications.	fυ
	AUTHORIZATION AND RELEASE	
er e (stand that in connection with this application for appointment, the information contained herein wavailable to the general public upon request.	ill
7	13 NOV 2020	
ıtı	ure of Applicant Date	

Please pro	vide the C Kevin O l	ity Clerk's Office with the following information:
NAME:		VOI
ADDRESS.	10107 O	ympiad Rose Ct
ADDRESS:	Bakersfie	ld, CA 93311
		661 808-3444
PHONE NU	MBERS:	HOME:
		AND/OR 661 808-3444
		WORK:
		kevinoliver.realtor@gmail.com
		E-MAIL ADDRESS
		AUTHORIZATION AND RELEASE
Officials, C	ommissior	ormation will be printed in the Roster of Councilmembers and s/Committees. In addition, this information will be provided o at www.bakersfieldcity.us.
		connection with this application for appointment, the information be made available to the general public upon request.
- Ju	AL	13 NOV 2020
∕Signature o	of Applicar	t Date

Kevin is both currently a Real Estate Broker, GRI, RCS-D and Investor in Bakersfield, California, and has been investing for over 15+ years. He got his start in Real Estate in the Wholesale field and spent his first 5 years acquiring and marketing property's to investors in California. While Wholesaling properties he spent a portion of his career recruiting and training new investors in wholesale and rehabbing business.

Kevin takes the success of his team, his network very seriously and has made his mark by inspiring many, taking risks and leading by example. To get where he is today, Kevin took his ability to inspire others and used it to motivate and mobilize agents and other investors around the US to apply real estate basics and quickly bring him leads including REOs, short sales and pre-foreclosures. He is a master at applying real estate basics to find real leads that translate into big profit.

In 2011, his partners recommended that he get his Real Estate license to assist with the sales and marketing of the company's assets as well as to exclusively work with investors to market their holdings. He personally oversaw all aspects of the sales team, pricing, advertising and promotions. He is now the sole Owner of REI Group LLC and represents many local buyers and sellers finding or selling there new homes for there families. He also works feverishly renovating single and multi-family homes, mainly in his hometown of Bakersfield, CA. Though he does like to run off to Las Vegas and play a bit while flipping in Vegas!!! He has been involved as either a Realtor or Investor in over 1000+ homes and flips and has never picked up a hammer.

Kevin is a founding member and local chapter leader of FIBI Bakersfield (For Investors By Investors – Kern Co); one of the largest investor groups in Bakersfield. Mr. Oliver also gladly serves several charities and non-profits.

Real Estate Education – WIA (Wholesale/Residential, Lease Option, Foreclosure, Commercial, & Land Development). Fortune Builders (wholesale, rehab and real estate investor marketing);

Real Estate Broker license from State of California; CalBRE #01917843. Graduate Realtor Institute, 2016 (GRI Designation) RCS-D Designation

Received the International Hall of Fame award from WIA (Rich Dad education) in 2008

SUBMIT TO:

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

	OFFICE	

CITY OF BAKERSFIELD RESIDENT: (YES) NO

WARD NO. 1 2 3 4 5 67

CITY OF BAKERSFIELD APPLICATION FOR APPOINTMENT

Mrs. Brian	Dale	Spicer	
Ms. First		Last D.:.	•
Residence address:	2404 Woolard	Dr	
Bakersfield		CA	93304
City	County	State	Zip
Phone (661) 33	2-3113		
	(List in order of prefere		
Police Civ	il Service Comr	nission	,
Fire Civil S	Service Commis	ssion	
3)			
•			
4)Business Title or ⊖ccu	Teacher -	AFJROTC Inst	ructor
	rsfield High Scl		
Company:			
Bakersfield	Kern	CA 93304	
City	County	State	Zip
Phone (661) 32	24-9841		
	ols attended and/or grac		
Washburn U	niversity, BS C	riminal Justice	
Capella Univ	ersity, MS Info	rmation Techno	ology

6.	Other Special Training or Experience: Retired, USAF
7.	Previous and present governmental and civic experience. Indicate when, position and duties: Retired, USAF; Security Police; Instructor, Security Police Academy, Lackland AFB; Chaplain Assistant Civil Air Patrol, Bakersfield Composite Sq, Master Sergeant Kern County Sheriff Department Citizen Service Unit, former member
.8.	Please explain why you wish to serve on a Board/Commission for the City of Bakersfield: I wish to serve in a position to give back to my community. As an older citizen, I have had a varied, full life. I would like to serve my city in a way that might use my experience in a way that, hopefully, will make a difference.
9.	Do you have any interests or associations which might present a conflict of interest? If yes, please explain: None that I am aware of.
Please review	e attach your-resume, and any additional information or statements which you feel would be helpful in ring your qualifications. AUTHORIZATION AND RELEASE
made	rstand that in connection with this application for appointment, the information contained herein will be available to the general public upon request. Jo/20/2020

Please provi	ide the City	Clerk's Office with the	following information:	
NAME:	Brian D	. Spicer		
ADDRESS:	2404 W	/oolard Dr.		
	Bakers	field, CA 93304	4	
PHONE NÚM	ibers:	HOME: 661-332- AND/OR WORK:bd	3113 Ispicer@yahoo.com	
		AUTHORIZATION A	AND RELEASE	
Officials, Co	mmissions/	mation will be printed Committees. In addit I www.bakersfieldcity.u	d in the Roster of Councilmembers ar tion, this information will be provided o us.	id on
I understand contained h	d that in co herein will be	nnection with this applemade available to th	olication for appointment, the information are general public upon request.	nc
<u>Bua</u> Signature of	Applicant	ricei_	10/20/2020 Date	

Brian D. Spicer

Experience

7/2018 - present Bakersfield High School

Bakersfield, CA

Aerospace Science Instructor

Certificated Teacher teaching Air Force JROTC for two years at William J. (Pete) Knight High School in Palmdale; now at Bakersfield High School. Conduct classroom, laboratory, and field instruction to over 100 Cadets ranging from Freshman to Senior. Evaluate student progress and performance. Maintain, update and develop training materials specific to assigned courses. Counsel students to identify and help resolve problems. Provide input to student IEP and 504 plans striving to encourage and guide students toward a positive path in life. Mentor and instruct members of the Drill Team and Color Guard. Mentor for high school age freshmen through senior level students.

10/2015 - 7/2018

Spicer Inspections

Bakersfield, CA

Home Inspector

Certified by InterNACHI, International Association of Certified Home Inspectors. Perform a standardized, non-diagnostic inspection of a residential property performed according to the <u>International Standards of Practice for Performing a General Home Inspection.</u> A home inspection is a non-invasive, visual examination of the accessible areas of a residential property, performed for a fee, which is designed to identify defects within specific systems and components that are both observed and deemed material by the inspector.

10/2005 - 10/2015

GPI Technologies, LLC

Raleigh, NC

Help Desk Analyst II

West coast support (late hour) for Exploris POS/Inventory software issues and concerns for 3500 stores nationwide and in Canada. Answer live calls from CARQUEST store employees and log and resolve issues, problems, or concerns related to our proprietary store programs. Escalate (transfer) tickets to the appropriate department for resolution, if applicable. Resolve issues by retrieving tickets from Heat Call Logging queue and contacting store managers with resolution. Connect to terminals remotely using VNC or LogMeIn Rescue to recreate a problem or to show an employee how to complete a task. Use VNC or LogMeIn Rescue to access, configure, download/upgrade software remotely on store terminals.

1/2005 - 9/2005

NPD Group, Inc.

Reston, VA

Technical Support Specialist III

Sole on-site technician for any problems arising on network hardware or problems issued through the main help desk at headquarters using Remedy Help Desk Support software; provide level 1 help desk support utilizing phone, email, and web support for NPD systems, NPD World sites, and applications; Accomplish backup procedures on four servers using MS Backup and

ArcServe; Install, configure, and troubleshoot hardware and software on user desktops and laptops; provide instruction to users on software; perform regular PC maintenance; Operate and maintain video conferencing equipment; Responsible for the server room: run, trace and identify network wiring on switches and routers for network connections.

10/2004 - 12/2004

ITEQ, Inc.

Silver Spring, MD

Network Technician I

Install, relocate, and remove computer equipment from user's desktops; Configure PCs and network printers and equipment to operate on unsecured and secure networks; Install, connect, and maintain Cat-5 wiring in data closets; Provide information technology services as requested.

Military Experience

Retired in 2009 from the California Air National Guard, Fresno, with over 33 years total military service.

Education/Additional Information/Experience

Washburn University, Bachelor of Science, Criminal Justice, 2003 Capella University, Master of Science in Information Technology, 2008

Affiliations

International Association of Certified Home Inspectors (InterNACHI) Civil Air Patrol, Bakersfield Composite Squadron California Air National Guard, MSgt, Retired Deacon, Mount Carmel Missionary Baptist Church, Topeka, KS

CLERK'S OFFICE USE ONLY: CITY CLERK 1600 Truxtun Avenue Bakersfield, CA 93301 (661) 326-3767 Phone No. (661) 323-3780 Fax No.

CITY OF BAKERSFIELD APPLICATION FOR APPOINTMENT

Mr. Ronald	Lauren	ce	Wolfe	
Ms. First	міddle 1140 Pr <mark>i</mark> nceton		Last	
Residence dadress.				00005
Bakersfield	Kern	Ca	DAL IS	93305
City Phone (661) 872	County 2-2429	State		Zip
	(List in order of prefe			
2) FIRE	SERVICE	BOARD	Mar N	
	CIVIL S		7/ 3	
4)				
Business Title or Occu	pation: Self Emp	oyed		
Company: Ronal	d L Wolfe & Ass	socs	11 4	
Address: PO Box			11 1	
Bakersfiel	Kern	Ca		93302
City Phone (661) 747	County 7-4161	State		Zip
Education - List school Local K-12	ols attended and/or gr	adu <mark>ate</mark> d/degree	⊖(s):	

Current COB Misc Civil Service member
Previous and prese <mark>nt governmental and civic experience. Indicate whe</mark> n, position and dutie Kern County Grand Jury 1995-1997
Sec, Treas. Chevron Valley Credit Union- Board Member Safe 1 Credit Union
Subject Matter Expert California State Contractors Board
(REMOVE) committee member SJVU Air District 1995
Please explain why you wish to serve on a Board/Commission for the City of Bakersfield:
m a Bakersfield Native and have always felt the need to give back to my community.
Do you have any interests or associations which might present a conflict of interest? If yes, blease explain:
none
attach your resume, and any additional information or statements which you feel would be helpful g your qualifications.
AUTHORIZATION AND RELEASE
and that in confection with this application for appointment, the information contained herein will be valiable to the general public upon request.

Please prov		ity Clerk's Office with the following information:	
NAME:	Ronal	ld L Wolfe	
ADDRESS:	1140	Princeton	
	Baker	sfield Ca 93305	
PHONE NUM	MBERS:	HOME: 661-872-2429	_
		AND/OR 661-747-4161 WORK: RWolfe@RonWolfe.com	

AUTHORIZATION AND RELEASE

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

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

Signature of Applicant

Date

CLERK'S OFFICE USE ONLY: SUBMIT TO: 20 NOV 30 AM PRESIDENT: (YES) NO CITY CLERK 1600 Truxtun Avenue BAKEKSFIELD CITY Bakersfield, CA 93301 WARD NO. 1 2 3 4 5 6 7 (661) 326-3767 Phone No. (661) 323-3780 Fax No.

CITY OF BAKERSFIELD **APPLICATION FOR APPOINTMENT**

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

Mr. Ryan	Patrick	<	Vewman
Ms. First	Middle		Last
Residence address: _	13509 Stonethw	vaite Ln	
Bakersfield	Kern	Ca	93311
City	County	State	Zip
Phone (661) 805	-2625		
,			
Position(s) sought:	-	rence)	
Police Civil S	service Board		
2)			
3)			
Business Title or Occup	bation: Lead Environ	ment & Regulator	y Specialist - Assur
Company: Chevro			
		_	
Address: 1546 Ch	ina Grade Loop)	
Bakersfield	Kern	Ca	93308
City	County	State	Zip
Phone (661) 337	-8286		
Education - List school	s attended and/or gra	duated/degree(s):	
0 1 11 0 11	nern University,	R # C =	

California State Long Beach, BS-Emergency Services Management. Bakersfield College, AA-Administration of Justice

6.	Other Special Training or Experience: P.O.S.T. Basic Certificate
	P.O.S.T. Intermediate Certificate
	P.O.S.T. Advanced Certificate
7.	Previous and present governmental and civic experience. Indicate when, position and duties: After more than ten years with the Bakersfield Police Department, civil service has become woven into my personal and professional identities. Due to a severe on duty injury, retirement from the police department was something I had to accept for myself and my family after much deliberation. While with the Bakersfield PD, I served in multiple capacities—from community policing to crime scene investigation, from undercover to court ordered appearances. Over the years I have watched the role of police departments change, particularly in relation to our need to engage members of a rapidly changing and diverse community. Likewise, I respect the fact that police officers are being asked to fulfill multiple duties that often strain our resources and capacities. I understand how executive level decisions are made on the department, and how challenging it can be for law enforcement leaders to make choices that seem unpopular at the time even when they are ultimately in our best interest. My decade with the police department lends me credibility as an officer, while my many years in the civilian sector afford me the opportunity to think creatively about resolving the most pressing civil service challenges. In particular, I am eager to participate in organizational culture change as a Bakersfield PD board member. My balanced perspective and sensitivity to multiple stakeholder interests make me an especially competent candidate with regard to human resources decisions.
8.	Please explain why you wish to serve on a Board/Commission for the City of Bakersfield: Working in law enforcement has been an honor, especially with the Bakersfield Police Department because of its ongoing responsiveness to the needs of the public. I am now seeking a position with the Board because this is an optimal role for me, a role that straddles the civilian and law enforcement domains. It is worth mentioning that I fully understand the role and status of board members in the civil service sector. I am currently serving on the Seven Oaks Country Club Board of Directors and have a strong understanding of how to effectively engage community members from all walks of life and attend to their needs with respect. When the Bakersfield Police Department board position opened, I knew it was the right time for me to return to civil service in this capacity. For one, I have a strong desire to assist the Police Chief with his efforts to improve professionalism and accountability among law enforcement personnel. I believe I can leverage my years working in the private sector with Chevron to inform best processes and procedures. My work with Chevron has involved everything from compliance to emergency responsiveness. I look forward to offering insight into how the Bakersfield Police Department can become more effective in its increasingly complex role in the community.
9.	Do you have any interests or associations which might present a conflict of interest? If yes, please explain: None:
	attach your resume, and any additional information or statements which you feel would be helpful ir ing your qualifications.
	AUTHORIZATION AND RELEASE
ساسسا	returned that in connection with this application for appointment, the information contained herein will be

11-15-2020

Date

made available to the general public upon request.

Ryan Newman
Signature of Applicant

Please prov	vide the C	ity Clerk's Office with	the following information:			
NAME:	Ryan	Newman				
ADDRESS:	13509	13509 Stonethwaite Lane Bakersfield Ca, 93311				
	Baker					
PHONE NUMBERS:		HOME: 661-805-2625 AND/OR 661-337-8286 WORK: rnewman1@bak.rr.com				
			ON AND RELEASE			
Officials, C	commissio	formation will be prir	nted in the Roster of Councilmembers and ddition, this information will be provided on			
l understar contained	nd that in herein wil	connection with this o I be made available t	application for appointment, the information the general public upon request.			
Ryan N	ewman		11-15-2020			
Ryan Newman Signature of Applicant			Date			

Ryan Newman

13509 Stonethwaite Ln Bakersfield, CA 93311 (661)805-2625(h), (661)337-8286(w)

rnewman1@bak.rr.com

OBJECTIVE: Seeking an opportunity within the City of Bakersfield to volunteer as a Police Civil Service board member, where I can offer outstanding leadership abilities combined with demonstrated experience in law enforcement.

EDUCATION

Columbia Southern UniversityOrange Beach, AlGraduate Degree, Environmental Management, GPA: 3.910/2010 - 12/2012

California State University, Long BeachLong Beach, CABachelor of Science, Emergency Services Management, GPA: 3.51/2004 - 5/2006

Bakersfield CollegeBakersfield, CAAssociate of Arts, Administration of Justice GPA: 3.259/1993 - 5/1996

Professional Experience Bakersfield Police Department Bakersfield, CA

Police Officer 02/97-04/08

- Conducted comprehensive preliminary crime scene investigations and complied with all legal requirements to achieve community safety and crime reduction objectives.
- Participated in community policing activities by offering training on crime prevention, asset protection and personal security.
- Processed arrests with due regard for human rights, security, health and safety of detained individuals, members of the public, self and colleagues.
- Followed protocol to prepare and execute search warrants for stolen property, narcotics and other items.
- Employed professional investigative methods to search individuals, personal property, vehicles and land.
- Prepared for court appearances by analyzing and reviewing records, circumstances and legal code to testify
 as a witness as well as narcotics expert in Superior Court to obtain prosecutions of major law offenders.
- Collaborated with multiple police units, as well as other local, state, and federal entities to achieve law enforcement goals.
- Served in an undercover capacity while conducting criminal street gang investigations to obtain successful prosecutions and reduce the number of violent criminals within communities.

Chevron Corporation

Lead Environment & Regulatory Specialist, Kern River Bakersfield

1/2018 - Current

- Ensure compliance with environmental processes and regulatory requirements
 - o Conduct field level audits & verification/validation
 - o Provide water, natural resources, and HMBP consultation/direction
 - o Conduct and reinforce environmental training as required
 - o Satisfy field and air waste needs which cannot be addressed by staff
- Provide environmental support during emergency/incident response situations
 - Primary resource for Agency Interaction (APCD, CUPA, CDFW, KCEHS, WRQCB, CALGEM, EPA, Flood Board)
- Serve as the liaison between HES staff and field personnel

- o Provide environmental support during emergency/incident response situations
- o Regulatory agency inspections
- Coordinate internal Chevron functional audits
- o Prepare responses to regulatory requests for information and review with management/legal
- Review and interpret local permits, identify regulatory limits and compliance obligations, and explain how the organization meets permit requirements
- o Report non-compliance to Regulatory agencies in accordance with local policies and procedures
- o Facilitate communication and resolve conflicting priorities between field teams and HES staff
- o Provide training and guidance to field teams on events that trigger notifications to HES

Provide technical knowledge

- o Federal and State (California) environmental regulations
- Complete calculations to estimate release volumes
- Complete agency notifications and develop follow-up reports for events
- Evaluate the potential for natural resource concerns to impact operations, evaluate potential mitigations and provide guidance to operations
- O Use mapping tools to map habitat for endangered species
- o Provide natural resource training and guidance to operations
- o Pre-activity Site Evaluation Program certified
- o Participate in the review of local storm water management plan

HES / OE Leadership

- o Facilitate HES programs and processes
- Experience with various safety system tools
 - Job Safety Analysis (JSA), Root Cause Analysis (RCA)

Chevron Corporation

Operations, Production Technologist-Midway, Fellows

1/2009 - 12/2017

- Act as relief OS (Operations Supervisor) on an as needed basis in directly supervising 25 union O&M employees
- Lead train and mentor Business Unit on fatality prevention for isolation of hazardous energy, confined space and excavation and trenching
- Proactively taken opportunities in AOR to apply Lean Sigma tools to add ~ 67MM in value to the company
- Work with other SJVBU leadership to develop strategies to maximize performance, assure alignment with asset objectives and pursue initiatives for operating expense improvement
- Provide visible field leadership regarding personal safety and demonstrating the Chevron Way behaviors
- Develop and coordinate safety plans, capital and expense budgets, business, and tactical action plans

CLERK'S OFFICE USE ONLY: CITY CLERK 1600 Truxtun Avenue Bakersfield, CA 9330 AKCIOFICE C.TY CLERK (661) 326-3767 Phone No. (661) 323-3780 Fax No.

CITY OF BAKERSFIELD APPLICATION FOR APPOINTMENT

1.	Mr. Michael	Eric	Sho	orr					
	Ms. First	Middle	La	ș i					
2.	Residence address: 13100 Monarch Palm Ave.								
	Bakersfield	Kern	CA.	93314					
	City	County	State	Zip					
	Phone (661) 805	-5576							
3.	Position(s) sought:	(List in order of prefere	ence)						
	₁₁ Bakersfield								
	2)								
	3)								
	4)			_					
4.	Business Title or Occup	_{ation:} General E	Building Conti	ractor					
	Company: Golder	Company: Golden Empire Construction Co. Inc.							
	Address: 13100 N	Address: 13100 Monarch Palm Ave.							
	Bakersfield		CA.	93314					
	City	County	State	Zip					
	Phone (661) 588	3-2477							
5.	Education - List schools	Education - List schools attended and/or graduated/degree(s):							
	West High So	hool							
	Bakersfield C								

Other Special Training or Experience: None	3
I have worked with city and county official	edures of both government entities. I have a
I was born and raised in Bakersfield and	a Board/Commission for the City of Bakersfield: care deeply about our community. I feel we as a I have a desire to help the community and police
who have asked me to serve on similar b	police chiefs and other city and county officials oards. I was never able to provide this service in my life where I could offer my time and the Chief and community in building trust.
Do you have any interests or associations please explain: None	which might present a conflict of interest? If yes,
e attach your resume, and any additional info	ormation or statements which you feel would be helpt
AUTHORIZA"	TION AND RELEASE
erstand that in connection with this application	for appointment, the information contained herein wi
e available to the general public upon request.	12/01/2020
ature of Applicant	Date

Please prov	ide the Ci	ty Clerk's Office with the following information:		
NAME:	Michael Eric Shorr			
	10100			
ADDRESS:	13100 Monarch Palm Ave.			
	Bakersfield, CA. 93314			
PHONE NUMBERS:		HOME: 661-588-1007		
		AND/OR 661-805-5576 WORK:		
		E-MAIL ADDRESS Mshorr@goldenempirecc.com		

AUTHORIZATION AND RELEASE

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

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

Recieved: December 08, 2020 8:03pm

SUBMIT TO:

CITY CLERK 1600 Truxtun Avenue Bakersfield, CA 93301 (661) 326-3767 Phone No. (661) 323-3780 Fax No. CLERK'S OFFICE USE ONLY:

CITY OF BAKERSFIELD RESIDENT: YES NO

WARD NO. 1 2 3 4 5 6 7

CITY OF BAKERSFIELD APPLICATION FOR APPOINTMENT

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

Mr. Richard	d De	acon	Williams
Ms.		ddle	Last
Residence addre	ess: 4601 Gorbe	ett Lane	
Bakersfiel	d Kern	CA	93311
City	County	State	Zip
Phone (661)	331-09/3		
Position(s) sought	: (List in order of p	reference)	
	epartment Civ		
3)			
Business Title or O	ecupation: N/A		
Address:			
City	County	State	Zip
Phone ()			
	nools attended and/or)•
	Giroriada aria/or	Signoried/achiec(2)	oeral Arts and Science

Oth	ner Special Training or Experience:
<u>I h</u>	ave written Use of Force and Firearms Shooting Policies for the Shafte
	lice Department and Correctional Facility.
<u>l've</u>	worked as an Investigator in the Internal Affairs Department / Shafter Police Department

- es:
 - * 2013: While working with the Housing Authority as an Investigator, I facilitated a meeting with Kern County District Attorneys Investigators, Department of Motor Vehicles Investigators, City and County Code Enforcement Officers, and the Kern County Public Defenders' Investigator. Based on my meeting, we were able to join forces as a unit to investigate HUD Fraud Offenses.
 - *2018 and 2019: As a Resident of Bakersfield, I participated with Bakersfield Police Department's Administrative staff, BPD Officers, and Residents of Bakersfield. The Officers would role play different scenarios as Residents and Patrol Officers. The scenarios were based on the most frequent calls for service. The Residents would then break up into groups, and we would have discussions pertaining to the scenarios and police procedures. This helped bridge the gap and formulated a dialogue with BPD Officers and Residents of Bakersfield.
- Please explain why you wish to serve on a Board/Commission for the City of Bakersfield: 8.
 - *While working at both Bakersfield and Shafter police departments, I had a unique perspective as a person of color working in a blue uniform. This perspective is not about seeing injustice, but rather seeing both sides of the coin. I wanted to go that extra mile to help all Residents in both cities, however I was limited due to police rules, regulations, and policies, as they were currently written.
 - *Both the city of Bakersfield and the Bakersfield Police Department have been good to and for me. I started my illustrious law enforcement career with BPD. And now I see a golden opportunity, and a blessing, to possibly come full circle and serve the same department where I started. This is live poetry. I want to give back to my community by having a chance to develop and enact new policies, that best serve this department, and the Residents of Bakersfield. Some people love LA, as for me, I love Bakersfield!
- Do you have any interests or associations which might present a conflict of interest? If yes, 9. please explain: No, not at all.

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

AUTHORIZATION AND RELEASE

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

Signature of Applicant

December 2, 2020

Date

Police Department Civil Service Board

Richard D Williams 4601 Gorbett Ln. Bakersfield CA 93311 (661) 331-0973

7 continued: Previous and present governmental and civil experience. Indicate when, position and duties:

In 1983, while working as a Bakersfield Police Department Officer, I was selected to work with the Lincoln Team. It was 18 Officers selected and assigned to work in a Special Unit. 6 of the 18 Officers (Me being #6) would also work undercover assignments as needed. I made history as the first rookie ever to be selected on a Specialized Team. We were assigned as Foot-Beat Officers and Special Circumstances Team. Our primary responsibilities were to walk Lakeview Avenue, now call Martin Luther King Blvd. We were to get to know all of the business owners and Residents in the area to formulate a bond. We were, what you might refer to, as Community Oriented Police Officers before the term took effect.

We would have the same responsibilities on Baker St., and Chester Avenue during the summer. And on certain circumstances when a series of crime escalated in certain areas of Bakersfield, would be assigned to saturate those areas as well. All with the focus of getting too know and socialize with the Residents in that area. This effort fostered trust and formulated a bond between the Citizens/Residents of Bakersfield.

We were assigned to work along side the greats and honorable, Mary K Shell and Eric Matlock.

1971-1986, As a Resident of Bakersfield, I was a member of the Bakersfield Singers Association, a Community Gospel Choir.

INFORMATION FOR CITY ROSTER AND INTERNET

Please prov	provide the City Clerk's Office with the following information:			
NAME:	Richard Deacon Williams			
ADDRESS:	4601 Gorbett Lane			
	Bakersfield, California 93311			
PHONE NUM	BERS: HOME: (661) 331-0973			
	AND/OR N/A WORK:_			
	E-MAIL ADDRESS Dickeydogg1035@gmail.com			

AUTHORIZATION AND RELEASE

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

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

Richard Deacon Williams
Signature of Applicant

December 2, 2020

Date

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

Richard Deacon Williams 4601 Gorbett LN Bakersfield CA 93311 (661) 331-0973 Dickeydogg1035@gmail.com

Summary: Outstanding leader with strong knowledge of police, civil, and security procedures extensive experience recruiting, training and motivating teams Gained a strong reputation with diverse contacts in the law enforcement field and community. Previously, fully accountable for staffing, budgeting, policies, procedures, integration and overall crime prevention. Excellent communications, interrogation, interpersonal and presentation skills.

KEY SKILLS

0	Directed Case
	Preparation

- Staff Development & Training
- Suspect Interrogation
- CourtroomPresentations

- Witness Investigation
- Gang and Drug Investigations
- Firearm Certifications
- Security and Emergency Response
- Evidence Collection and Preservation
- Testifying and Defense Preparations
- ResourceManagement

Professional Experience

Housing Authority of the County of Kern- Bakersfield, CA Investigator	2012-2018
Westec POST Certified Training Facility- Bakersfield, CA Training Instructor	1990-2012
Shafter Police Department- Shafter, CA Sergeant/ Police Officer	1990-2006
Golden State Vocational School- Bakersfield, CA Law Enforcement Instructor	1986-1990
Bakersfield Police Department- Bakersfield, CA Police Officer	1983-1986

Accomplishments:

- Promoted to Sergeant in 1995-2006
- First rookie to be selected to work under cover and Special Teams with Bakersfield Police Dept.
- Served as a field training officer for both lateral and entry level officers
- California Community College Teacher's/Instructor's Credential
- Created policies and procedures

Richard Deacon Williams 4601 Gorbett LN Bakersfield CA 93311 (661) 331-0973 Dickeydogg1035@gmail.com

Certifications

- Intermediate and Advance P.O.S.T Certificate
- PR-24 Baton Instructor
- Community College Instructor's Credential
- Defibrillator Operator
- Preston's Advance Investigation
- N.R.A Police Firearm Instructor/range master
- POST Proctor Instructor
- American Society of Enforcement Trainers
- POST/ BSIS Law Enforcement Firearms
- Cardiopulmonary Resuscitation and First Aid
- POST Taser and Chemical Agent Instructor
- Sherman Block Supervisor's Leadership Inst

Education

Kern County Police Academy via Bakersfield College Porterville Junior College- AA Degree / Police Science Bakersfield City Council City Hall South 1501 Truxtun Avenue Bakersfield, CA 93301

December 1, 2020

Dear Mayor and Council,

It is my pleasure and honor to recommend Richard "Deacon" Williams for appointment to the Bakersfield Police Civil Service Board.

My name is Greg Greeson and I am a retired City Manager and former Police Chief. I have had the opportunity to know Deacon for forty years and we have remained close friends over that time. We initially worked side-by-side as police officers at Bakersfield Police Department and then together at the Shafter Police Department as part of the management team.

During our time together as co-workers, Deacon has always displayed the highest level of professionalism as he routinely gained the respect of those he worked with and served. As someone who was born and raised in Bakersfield, and who has served the citizens of Bakersfield, he intimately understands the complexities and distinctiveness of all parts of our diverse community.

Since his retirement, Deacon has also remained active in his community through his local church activities and civic outreach. In the past year, Deacon organized a series of informal meetings of local folk from different segments of Bakersfield to discuss topics such as racial injustice and the challenges facing local law enforcement. These meetings were a great opportunity for people of differing opinions to share and learn.

Based on our experience together, I can confidently recommend Richard "Deacon" Williams for appointment to the Bakersfield Police Civil Service Board.

Greg Greeson 6500 Bellorita Drive Bakersfield, CA 93306 ggreeson@hotmail.com 209 471-3274 **Scott Hair**

1201 Panorama Drive

Bakersfield, California

93305

December 2, 2020

To whom it may concern,

It is my understanding that Richard (Deacon) Williams has applied for a position on the Bakersfield Police Department Civil Service Board. I am honored that he has asked me to submit a personal letter of reference on his behalf for your consideration of his application. I look forward to providing you with the human insight of this remarkable man.

I have known Deacon since 1998 when my son and his nephew became friends and teammates in freshman basketball at Garces High School. Deacon quickly became an off-court mentor to all of kids who respected his guidance and direction. I knew early on that I had met a truly special man who listened to all and carried himself with class and civility no matter the situation. I came to find out he was serving as a father figure to his nephew and helping his sister raise a truly remarkable young man. His thoughtful demeanor and straight forward approach are the same today as the first day I met him.

Over the years Deacon and I have gotten to know each other far beyond our family bonds. I have had the pleasure to see him evaluate business and social situations, and quite frankly his approach is to gain knowledge, ask questions, and then after educating himself, give an always sound, thoughtful opinion. It is a pleasure to watch him process and the outcomes are unflappable.

As someone who has employed thousands of people, I truly believe this position is a great fit for Deacon and I know you will be more than pleased if you appoint him to the Police Department Civil Service Board. You will be getting a professional who will bring an ethics, compassion, and energy to this incredibly important board. Once again, I am honored to submit this personal letter of

recommendation and hope this helps you with your deliberations. Thank you for your consideration of my comments and feel free to contact me if you have any questions.

Sincerety,

Alan Scott Hair

as Ith

661-303-5052

Melvin Johnson 2605 McKaye Ct. Bakersfield, Ca. 93311

Bakersfield Police Department 1601 Truxtun Ave. Bakersfield, Ca. 93302

Dear Chief Terry,

I was recently contacted by my dear friend of the past many years, Mr. Deacon Williams. He advised me he was interested in serving the agency I love and served for many years as a Police Commissioner and requested I consider writing him this letter of recommendation.

First, there was no reason for me to have to consider providing him with such a letter of recommendations, as I know he would be an asset to you and this community.

Mr. Deacon Williams and I served together with the Shafter Police Department in 1992. We developed a working friendship that became a personal friendship we share to this date. I have always found Deacon to be a man of strong faith, moral character, and an ambassador of law enforcement in our community.

It is because I know Deacon, that I can easily recommend him for such a position. As a Bakersfield native, Deacon grew up in an economically challenged area of our city. He successfully served in law enforcement for several years, retiring at the rank of sergeant. Both his life experience and law enforcement experience have provided him with the tools and skills needed to successfully serve your agency as a Police Commissioner. His maturity, personal convictions, and willingness to work with others make him the perfect candidate, in my opinion.

In closing, I sincerely hope you will consider Mr. Deacon Williams for the position he is seeking to fill. Besides being a dear friend, he is an honorable man with strong ties and devotion to this community.

Sincerely,

Melvin Johnson

m/



Creating brighter futures...one home, one family at a time

December 01, 2020

Troy Trimble
Housing Authority of the County of Kern
601 24Th St. Ste. 1
Bakersfield, CA 93301
Re: Richard Williams

Dear Sir/Ma'am

Mr. Williams worked for me as a Fraud Investigator for approximately five years. The Housing Authority employs Peace Officers under Penal Code section 830.31(d). Their duties include but are not limited to patrolling Public Housing developments, investigating fraud, drugs, gangs, and other program violation cases. Furthermore, Investigators screen new applicants for suitability, attend hearings/court while maintaining a cohesive partnership with allied Law Enforcement agencies.

During Mr. Williams's tenure with our agency, he displayed a level of dedication and commitment that was paramount in reducing criminal activity within the Housing Authority's jurisdiction. Mr. Williams has an uncanny ability to correctly decipher rules and regulations and appropriately apply them to any given situation.

While employed with The Housing Authority, Mr. Williams orchestrated a meeting with several local law enforcement agencies, to join together and set up a collaborated effort to investigate HUD offenses as a team effort. The agencies included Kern County District Attorneys Office Investigators, Department of Motor Vehicles Investigators, City and County Code Enforcement Officers, and Kern County Public Defender Investigator.

I would highly recommend Mr. Williams for any position he applies for.

If I can be of further assistance, please do not hesitate to contact me.

1)) N =

Troy Trimble

Investigations Director

Housing Authority of the County of Kern

(661) 778-5112

December 7th, 2020

RE: Bakersfield Police Department Civil Service Board position
Richard **Deacon** Williams - Applicant

TO: Councilman Chris Parlier, Vice Mayor / Ward 7

Sir;

My name is Richard Deacon Williams and I have submitted my application to serve on the Police Department's Civil Service Board·

As a life long Resident of Bakersfield, I take pride in having served this great city on various organizations. I have participated as a member of the Bakersfield Singer's Association (Community Gospel Choir), Law Enforcement Community, Local Bands, Kern High School District, and many more activities. I've sprinkled good will upon this city by volunteering to serve at the Homeless Shelter, church organizations, and other private means. My active participation in this city has allowed me the opportunity to engage with numerous people and organizations, and reach out to help bridge this gap of divisiveness.

This position will allow me to give back to this Department and City that I fell in Love with.

I've also served approximately 36 years within the Law Enforcement Community as well. In fact, you and I met in the early 80's when I was a BPD Police Office, and you were an Agent with Alcohol Beverage Control. We first met with two of my exco-workers and brothers/friends, Henry Castaneda and Mitch Willoughby. We called ourselves 'The Mod Squad', in reference to a popular television show. We were great friends who patrolled neighboring districts, and we are also diverse. I remember you to be an extremely nice person.

Councilman Parlier, I truly believe that I can be a valuable asset to the Civil Service Board based on my experiences and willingness to serve this great city, and this Police Department. I will continue to provide phenomenal services to the Bakersfield Police Department and the Residents of Bakersfield.

This letter serves as an attempt to introduce myself and to meet with you at your convenience. I will strictly adhere to the Covid-19 protocols to provide a safe environment for you, your staff, and me. However, if you have any other suggestions of a way you would be more comfortable to communicate, I would be amiable with your recommendation. I can be reached at my contact information listed below.

I'm looking forward to meeting with you prior to the next hiring phase for this position, if feasible.

Respectfully submitted;

Richard Deacon Williams (661) 331-0973 Dickeydogg1035@gmail·com

CLERK'S OFFICE USE ONLY:
36 CITY OF BAKERSFIELD RESIDENT: YES NO WARD NO. 1 2 3 4 5 6 7

CITY OF BAKERSFIELD APPLICATION FOR APPOINTMENT

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

NT	EREST FOR APPOINTMENT.				
, [Mr. Marl	c Le	0	Schamblin	MD
' ·	Ms. First	Middl		Last	
L 2.	Residence address:	10808 Kenda	ll Way		
۷.	Bakersfield	Kern	CA	9	3311
	City	County	State	Zir	5
	Phone (661) 333	3-7055			
			and delivery grands from the state of the st	y yyddiaddg affall barth, ywy diadau ar ynniwrau e ''	
3.	Position(s) sought:	(List in order of pref	erence)		\ I
	Bakersfield	Police Depa	irtment Ci	VII Service E	soard
	2)		AND		a the control of the
	3)				
	4)			,	1
4.	Business Title or Occur	ogtion: Medical	Doctor ar	nd Surgeon	
	Company: South	ern CA Orthop	edic Institu	te and UCLA	Health ·
	Address: 2400 B	ahamas Driv	е		and the second s
	Bakersfield	Kern	CA	9	3309
	City	County	State	Zip)
	Phone (661) 328	3-5565	a bayay daya ina sasa dikilan sakarada		
õ.	Education - List schoo	s attended and/or gi	aduated/degre	ee(s):	
	Pepperdine U	Iniversity-Ba	chelors of	Science-Bio	ology
	St Louis Univ				
	OL LOUIS OTH	Croity Wicard	11 OUI 1001	1 V 1 mil	

6.	Other Special Training or Experience: I have strong ties to this community and a deep understanding of the culture and
	expectations of our community members.
7.	Previous and present governmental and civic experience. Indicate when, position and duties: I have worked with the Police Activities League and at risk youth for several years. This experience has provided me with a perspective on government operations, budget and challenges facing our police department, its members and our community. I served on the Board of Directors for JJ Legacy Foundation and The Charitable Food Bank. These positions have helped increase my desire to serve our community and provided perspective about the needs of our community.
8.	Please explain why you wish to serve on a Board/Commission for the City of Bakersfield: I have a desire to be part of providing an important service to our community in a time of civil unrest. I feel I will provide an analytical, civilian perspective to police matters that impact our community. I also have a strong desire to educate the community on police activities to assist with building community trust and bridging the gap between law enforcement and the community.
9.	Do you have any interests or associations which might present a conflict of interest? If yes, please explain: No
	e attach your resume, and any additional information or statements which you feel would be helpful in ving your qualifications.
	AUTHORIZATION AND RELEASE
l unde made	erstand that in connection with this application for appointment, the information contained herein will be available to the General public upon request.
20	ture of Applicant Date
Signa	Iture of Applicant Date

INFORMATION FOR CITY ROSTER AND INTERNET

Please prov	ide the City	Clerk's Office with the following information:	
NAME:	NAME: Mark L Schamblin MD		
ADDRESS:	10808 I	Kendall Way, Bakersfield CA 93311	Varit-maktens
:			.a.ii.aii.aii.aii.a
PHONE NUN	ABERS:	HOME:	
		HOME:AND/OR 661-328-2320 WORK:	
		E-MAIL ADDRESS	
		AUTHORIZATION AND RELEASE	
Officials, C	ommissions/	mation will be printed in the Roster of Councilmembers a Committees. In addition, this information will be provided www.bakersfieldcity.us.	ind on
l understan contained	d that in co	nnection with this application for appointment, the information and available to the general public upon request.	ion
Signature o	f Applicant	11/23/2020 Date	
7	· ·		

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



ADMINISTRATIVE REPORT

MEETING DATE: 1/6/2021 Appointment 7. d.

TO: Honorable Mayor and City Council

FROM: Julie Drimakis, City Clerk

DATE: 12/4/2020

WARD:

SUBJECT: One appointment (at-large) to the Historic Preservation Commission

due the term expiration of Cheryl Long (March 30,2020.)

STAFF RECOMMENDATION:

Staff recommends City Council determination.

BACKGROUND:

There is one appointment to the Historic Preservation Commission (Commission) due to the term expiration of Cheryl Long on March 30, 2020. The appointment (at-large) term will expire on March 30, 2023. Four applications for appointment have been received from:

- Cheryl Long Incumbent
- Michael McCoy
- Jenny Lynn Clark
- Patrick Bowers

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

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

ATTACHMENTS:

Description Type

Cheryl Long Application
 Michael McCoy Application
 Jenny Lynn C Lark Application
 Backup Material
 Backup Material

CITY OF BAKERSFIELD

FEB 18 2029

SUBMIT TO:

CITY CLERK'S OFFICE

CITY CLERK 1600 Truxtun Avenue Bakersfield, CA 93301 (661) 326-3767 Phone No. (661) 323-3780 Fax No. CLERK'S OFFICE USE ONLY:
CITY OF BAKERSFIELD
RESIDENT: YES NO
WARD NO. 12 3 4 5 6 7

CITY OF BAKERSFIELD APPLICATION FOR APPOINTMENT

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

1.	Mr. Mrs. Ms. First Middle Last	_
2.	Residence address: 1125 California Ava #120 B	
	Bakersfield Kern Ca 93304 City County State Zip	
	Phone (66) 303-0073	
3.	Position(s) sought: (List in order of preference)	
	1) Historic Reservation Commission	
	2)	
	3)	
	4)	-
4.	Business Title or Occupation: Retired	
	Company:	
	Address:	
	Address.	
	City County State Zip	
	Phone ()	
5.	Education - List schools attended and/or graduated/degree(s):	
	High School - tyr.	
	BC & Ventura College - classes	

6.	Other Special Training or Experience:
	CPR Trainer years ago for ARC
	Ran husbands RE office with 4 Inpendant Employees:
	Profession Volunteer: Non Profit, Political, Club w/ 501. C. 2 status.
7.	Previous and present governmental and civic experience. Indicate when, position and duties: Historical Preservation Commission - 2019
8.	Please explain why you wish to serve on a Board/Commission for the City of Bakersfield: would love to continue with this Commission, I feel that alot of projects
V	eed to be completed, & I feel this is my perfect match since I have been
D	genealogist for 38 yrs (which is Family History)
9.	Do you have any interests or associations which might present a conflict of interest? If yes, please explain:
	None.
	attach your resume, and any additional information or statements which you feel would be helpful in ing your qualifications.
	AUTHORIZATION AND RELEASE
	rstand that in connection with this application for appointment, the information contained herein will be available to the general public upon request.
Signat	ture of Applicant Date

INFORMATION FOR CITY ROSTER AND INTERNET

Please provid	e the City Clerk's Office with the following information:
NAME: _	Cheryl A. Long
	125 California # 120B
3	akersfield Ca 93304
PHONE NUMB	ERS: HOME: 661-303-0073 AND/OR
	AND/OR WORK: S/A
	E-MAIL ADDRESS clong 77641@aol.com
	AUTHORIZATION AND RELEASE
Officials, Cor	, this information will be printed in the Roster of Councilmembers and mmissions/Committees. In addition, this information will be provided or ernet site at www.bakersfieldcity.us.
I understand contained he	that in connection with this application for appointment, the information erein will be made available to the general public upon request.
Charul a	Applicant Date

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

SUBMIT TO:

RESIDENT: YES NO

WARD NO. 1 2 3 4 5 6 7

CITY CLERK 1600 Truxfun Avenue Bakersfield, CA 93301 (661) 326-3767 Phone No.

CITY OF BAKERSFIELD

(661) 323-3780 Fax No.

CLERK'S OFFICE USE ONLY:

CITY OF BAKERSFIELD

APPLICATION FOR APPOINTMENT

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

1. Name: Dr. Michael L. McCoy

2. Residence address: 7301 Calle Privada Bakersfield, CA. 93309

Phone: 209-743-0733 cellular

3. Position sought: (List in order of preference)

1. Historic Preservation Commission

4. Business Title or Occupation: Company: Executive Director-Kern County Museum

Address: 3801 Chester Avenue Bakersfield, CA. 93301

Phone: 661-437-3330

5. Education - List schools attended and/or graduated/degree(s):

Ph.D. Public Policy - University of California, Santa Barbara

MA. Public Administration- California State University, Chico

BA, English-University of California, Santa Barbara

6. Other Special Training or Experience:

Graduate- Harvard University Program on Negotiation

Fulbright Fellow-U.S. Department of State-Argentina

- 7. Previous and present governmental and civic experience. Indicate when, position and duties:
 - A. Superintendent-Muroc Joint Unified School District 2015-2017
 - B. Superintendent-Sonora Union High School District 2008-2015
 - C. Executive Board-Western Association of Schools and Colleges 2011-2017
 - D. Board Member-Central California Alliance for the Arts 2008-2012
 - E. Board Member-Workforce Investment Board 2008-2015
 - F. Arts Commissioner-City of Auburn 1997-2001
 - G. Rotary International Board Member- 2000- 2015.
 - H. Director of Academic Standards-California Department of Education 2000-2003
- 8. Please explain why you wish to serve on a Board/Commission for the City of Bakersfield:

I was raised in Bakersfield and was interested in historic building preservation when I was a resident here. I have personally restored four historic homes and now am the director of the Kern County Museum with more than 60 historic structures.

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

Not to my knowledge.

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

AUTHORIZATION AND RELEASE

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

Signature of Applicant

/0/10/7020 Date

INFORMATION FOR CITY ROSTER AND INTERNET

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

NAME: Mike McCoy

ADDRESS: 7301 Calle Privada Bakersfield, CA. 93309

PHONE NUMBERS: HOME: 209-743-0733 cell

E-MAIL ADDRESS mmccoy@kerncountymuseum.org

AUTHORIZATION AND RELEASE

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

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

Applicant Date

10/10/2020 Signature of

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

Michael L. McCoy Ph.D. 7301 Calle Privada Bakersfield, California 93309 (209)743-0733 cell (661) 437-3330 office

EDUCATION

Doctor of Philosophy	Public Policy University of California, Santa Barbara	1992
Master of Arts	Public Administration California State University, Chico	1983
Bachelor of Arts	English University of California, Santa Barbara	1977

WORK

General management of all programs, personnel, projects and facilities. Develop and implement strategic plan and goals in partnership with the board. Recruit and train staff to manage critical functions. Ensure compliance with applicable laws, rules, policies and regulations. Develop positive relationships with community stakeholders. Educational Programs. Fund Development, Grants in Aid, Donor Engagement. Construction Coordinator. In two years completed 15 construction projects and garnered \$300,000 in new private donations.

Superintendent

Muroc Joint Unified School District 2015-2017

Chief executive officer for a public unified school district in Eastern Kern County. General management of all programs, personnel, projects and facilities. Developed and implemented strategic plan and goals in partnership with the board. Ensured compliance with applicable laws, rules, and regulations. Developed positive relationships with the community. Passed Measure M, a \$23 million general obligation bond. Garnered a total of \$180 million dollar school construction grants from the U.S. Office of Economic Development. Retired from public education in October 2017.

Superintendent

Sonora Union High School District 2008-2015

Chief executive officer for a public union school district in Tuolumne County. General management of all programs, personnel, projects and facilities. Developed and implemented strategic plan and goals in partnership with the board. Ensured compliance with applicable laws, rules, policies and regulations. Developed positive relationships with key community agencies. Passed Measure S, a \$26 million general

obligation bond. Remodeled and constructed more than 75% of the district's classrooms, restoration of the high school stadium and built new aquatics center.

Executive Board Member

Western Association of Schools and Colleges 2011-2017

25 years of experience chairing accreditation visits to California public school districts, Kuwait, Qatar, Vietnam, Indonesia and the Western Pacific. Six years of service as a Commissioner and two years of service on the five person Executive Board. WASC works with 8,000 schools in 40 countries serving 2 million students.

Assistant Superintendent

Grant Union High School District

2003-2008

Administrator in charge of all human resource functions in a large secondary school district in Sacramento, California. Directed recruitment, training, discipline and termination processes for 2,000 certificated and classified employees. Chair of district collective bargaining team, directed legal services and contract compliance.

State Administrator

California Department of Education

2000-2003

Lead administrator for the State of California for Academic Standards and High School Improvement and Development. Coordinated class size reduction program, environmental education, fine arts, the high school exit examination field testing and led all initiatives for secondary education.

Principal

Placer Union High School District

1997 - 2000

Principal of award winning 100 year old Placer High School in Auburn, California. Responsible for all site administration including staff evaluation, instructional programs, athletics, student activities, school construction and state initiatives.

Administrator

Kern Union High School District

1992-1997

Dean and Assistant Principal at West High School in Bakersfield, California. Administrator for student activities, facilities use, academic programs, certificated evaluations and teacher recruitment.

Teacher

Kern Union High School District

1978-1992

High school teacher and coach at three high schools in Bakersfield California. Named teacher of the year at North High School and West High School.

COMMUNITY

Board Member	Work Force Investment Board	2008- 2015
Board Member	Arts Alliance of Central California	2008-2012
Executive Board	Western Association of Schools and Colleges	2011- 2017
Board Member	Rotary International	2003-2019
Board Member	Gold Country Symphony	1997-2000

AWARDS

Fulbright Commission	Argentina	2014
Completed a month long consultancy	with the Education Depart	ment of Argentina in
San Luis Province in the area of caree	er technical education.	

Educator of the Year Association of California School Administrators 2013 State wide award for excellence in career technical education.

Administrator of the Year Association of Regional Occupation Centers

State wide award for excellence in the development of career programs.

Graduate Harvard School of Negotiation 2017
Completion of the academy program for collective bargaining and contract negotiation.

CITY OF BAKERSFIELD

SUBMIT TO:

FEB 0 4 2020

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

CLERK'S OFFICE USE ONLY:

CITY OF BAKERSFIELD RESIDENT: (YES) NO

WARD NO. 1 2 3 4 5 6 7

CITY OF BAKERSFIELD APPLICATION FOR APPOINTMENT

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

Mr. Jenny Lyr	ne Clark		
Ms First	Midd	le	Last
Residence address:	5808 Autumr	Crest Dr	
Bakersfield	Kern	CA	93313
City	County	State	Zip
Phone (661, 478	3-3051		
Position(s) sought:	(List in order of pre	ference)	
1) Historical F	reservation	COMMISSION	
₂₁ Keep Bake	rsfield Beau	tiful Committe	ee
3)			
4)		20 April 20	
Business Title or Occu	pation: Realtor/Ov	vner-Lead Property	/ Aquisitionist
Company: Realty	ONE Group	Strong/JC Ren	ovations LLC.
Address: PO BO	X 21822		
Bakersfield	Kern	CA	93390
City	County	State	Zip
Phone (661) 30	2-0489		
AVC- AA Inter	ior Design wit	n a minor in B	usiness Adm.
Multiple Continued	d Education Cours	ses outside of an a	ccredited University.
	Residence address: Bakersfield City Phone (661, 478) Position(s) sought: Historical F Keep Bake 3) Business Title or Occup Company: Realty Address: PO BO Bakersfield City Phone (661, 302) Education - List school AVC- AA Inter	Residence address: Bakersfield Kern City County Phone (661) 478-3051 Position(s) sought: (List in order of pre Historical Preservation Keep Bakersfield Beau Which is a substitution of the substit of the substitution of the substitution of the substitution of	Ms. First Middle Residence address: 5808 Autumn Crest Dr Bakersfield Kern CA City County State Phone (661) 478-3051 Position(s) sought: (List in order of preference) Historical Preservation Commission Keep Bakersfield Beautiful Committe Weep Bakersfield Beautiful Committe Realty ONE Group Strong/JC Ren Address: PO BOX 21822 Bakersfield Kern CA City County State Phone (661) 302-0489

6.	Other Special Training or Experience: An experienced and well versed Realtor. Advanced training through Berkshire Hathaway HS educational and training services.
	Multitude of Managerial and Operations experience, dealing with high profile clients as well as a team of employees.
	Certified Community Manager with experience in running a board of directors within an organization.
7.	Previous and present governmental and civic experience. Indicate when, position and duties: Currently enrolled to assist in the next Habitat for Humanity build, located here in Bakersfield CA. Scheduled to commence early Spring, I believe. My family and I just relocated here from Lancaster, CA. I would love to be more involved in the Community, and I am learning how to do so!
8.	Please explain why you wish to serve on a Board/Commission for the City of Bakersfield: A lifetime passion for the history and meaning behind historical homes and buildings. My daughter and I share in this feeling of wanting to restore the life and luster in these wonderfully crafted buildings that hiold so much historical value. She is 14 years old and an aspiring Architect, I would love to intill in her, as well as my youngest daughter, the value of giving back to the Community and being involve in something bigger than you for all the right reasons.
9.	Do you have any interests or associations which might present a conflict of interest? If yes, please explain: I do not believe so.
Please	attach your resume, and any additional information or statements which you feel would be helpful in

AUTHORIZATION AND RELEASE

I understand that in connection with this application for appointment, the information contained herein will be

reviewing your qualifications.

made available to the general public upon request.

INFORMATION FOR CITY ROSTER AND INTERNET

Please provi	- A.	Clerk's Office with th	e following in	formation:
NAME:	Jenny	L. Clark		
ADDRESS:	РО ВО	X 21822		
	Bakers	field, CA 9339	00	
PHONE NUM	IBERS:	HOME: 661-478	-3051	
PHONE NUMBERS.		AND/OR WORK:		
		F-MAIL ADDRESS R	ealtorJeni	ny661@Gmail.com
		AUTHORIZATION	I AND RELEAS	E
Officials, Co	ommissions,	mation will be printed Committees. In add twww.bakersfieldcity	dition, this inf	ster of Councilmembers and ormation will be provided on
I understand contained h	d that in co nerein will b	nnection with this ap e made available to	plication for the general p	appointment, the information bublic upon request.
3/11	-C	1	2	2-4-20
Signature of	f Applicant		D	pate

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

CLERK'S OFFICE USE ONLY: SUBMIT TO: CITY CLERK CITY OF BAKERSFIELD 1600 Truxtun Avenue 21 DEC -7 AM 8 RESIDENT: (YES) Bakersfield, CA 93301 (661) 326-3767 Phone No. And WARD NO. 1 2 3 4 5 6 (661) 323-3780 Fax No.

CITY OF BAKERSFIELD APPLICATION FOR APPOINTMENT

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

1.			Bowers	
2.	Ms. First Residence address:	,	Middle La len Bridge Drive	st
	Bakersfield	Kern	CA	93313
	City Phone (<u>661</u> , 54	9-0814	State	Zip
3.	Position(s) sought: 1) Miscellane	(List in order of ous Civil S	preference) Service Board	
	2) Fire Civil S			
	3) Planning C	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~		
	Historic Pro	eservation	Commission	
4.	Business Title or Occup	pation: Profe	ssor/Mortgage Lo	an Officer
	Company: Baker	sfield Colle	ege	
	Address: 1801 P	anorama [Drive	
	Bakersfield	Kern	CA	93305
	City Phone (661) 395	County 5-4011	State	Zip
5.	Education - List school California Sta	s attended and/o	or graduated/degree(s): sity, Dominguez H	ills 2021
			ion and Conflict F	

Other Special Training or Experience:
 Boston University School of Law, Juris Doctor 2009

University of California, Los Angeles, Bachelor of Arts 2006

Bakersfield College, Associate of Arts, 2004

7. Previous and present governmental and civic experience. Indicate when, position and duties: Student Mentor, National Endowment for the Arts
Student Mentor, Reach 4 Greatness/Stay Focused Ministries
Student Mentor, Washington Union High School
Associate, St. George's House Charity

- 8. Please explain why you wish to serve on a Board/Commission for the City of Bakersfield: I enjoy hearing directly from my fellow Bakersfield citizens about how businesses can open safely, how we can bring more good-paying jobs to Bakersfield, how we can make our neighborhoods safer, and how we can support law enforcement. I want to advocate for these things by contributing on a Board or Commission for our City. I'm ready to effectively assist in rebuilding our beloved City. I have an entrepreneurial spirit. That spirit is expressed in my work. That means as a member of a Board or Commission, I'll know how to deliver services to the people without adding taxes or fees. My business skills, passion for people, and ability to think outside the box will be a major benefit to our citizens if I am honored to serve on a Board or Commission.
- Do you have any interests or associations which might present a conflict of interest? If yes, please explain;
 NO

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

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

Patrick Richard Bowers

December 5, 2020

Signature of Applicant

Date

PAGE 02

2533

LEDEX OLLICE

84¢I-468--I99

15/02/2020 IE:40

INFORMATION FOR CITY ROSTER AND INTERNET

Please provide the Cit	y Clerk's Office with	the following	information:	
NAME: Tatri	ck Bow	ers		
ADDRESS: 200	New	Stine	2 Road	l
Bake	irstield	CA	733C	19
PHONE NUMBERS:	HOME: 66	1-5%	49.0	8/4
	AND/OR WORK:	мейтинде, мен, чем не с ей неговане от той той прости десей неговане от той пости неговане от той пости десей неговане от той пости де		and and arrange and a second arrange and a second arrange are a second as a second arrange and a second arrange are a second arrange ar
	E-MAIL ADDRESS	Patrick	Cosmb	akersfield
				Con
4	AUTHORIZATIO	N AND RELEAS	E	
If appointed, this information officials, Commissions/the City's Internet site at	Committees. In ad	ldition, this info	ster of Councilme ormation will be p	mbers and rovided on
Lunderstand that in core	meetion with this are made available to	oplication for o the general p	appointment, the i Jublic upon reques	nformation t.
Y AMMA	200	45	12-5-	-20
Signature of Applicant	and the second s	Do	ate	the control of the co

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

V:\Bds&Comm\Mi\$C\Application 2010.docx



ADMINISTRATIVE REPORT

MEETING DATE: 1/6/2021 Appointments 7. e.

TO: Honorable Mayor and City Council

FROM: Julie Drimakis, City Clerk

DATE: 12/29/2020

WARD: Ward(s) 2, 5, 6

SUBJECT: Appointment of four Regular Committee Members and four Alternate

Committee Members to four year terms (Mayor appointment, Wards 2, 5 & 6) to the Keep Bakersfield Beautiful Committee, due to the term expirations of regular members John Enriquez (Mayor), Monica Cater (Ward 2), Crystal Pinthong (Ward 5), and Bob Lerude (Ward 6); and alternate members Heather Pennella (Mayor), Norma Jean Jackson (Ward 2),

Mathew Martin (Ward 5) and Sophia L. Felix (Ward 6).

STAFF RECOMMENDATION:

Staff recommends Council determination.

BACKGROUND:

The Keep Bakersfield Beautiful Committee ("KBBC"), was formed on June 28, 2000. The Committee is comprised of eight Mayor/Council-appointed members, who take on the responsibility of decision making for the beautification program. On July 30, 2009, the City Council adopted Ordinance 4520 which allows each Councilmember and the Mayor to appoint one alternate member to the KBBC. Each alternate is allowed to vote in the place of their corresponding appointed regular committee members when absent.

The duties of the KBBC are to recommend policies and specific programs to the City Council which promote the Mission Statement of the KBBC, as reflected in its bylaws on file with the City Clerk. In addition, the KBBC shall actively participate in the implementation of various programs and projects to achieve the KBBC Mission Statement.

Currently there are a total of eight vacancies on the Keep Bakersfield Beautiful Committee (KBBC) which consist of four regular committee positions and four alternate committee positions, whose terms expired December 16, 2020 and January 5, 2021. The Mayor's appointees will serve terms to expire January 2025 and all other appointees will serve terms to expire December 2024. Terms run concurrent with the appointing Councilmember or Mayor.

Nominations are approved by a majority vote of the entire Council. Members must be City residents throughout their term. Terms for these committee positions run concurrent with the

term of the nominating Mayor/Councilmember; however, it is not necessary for the Mayor/Councilmember to nominate a resident from his or her ward. Some applicants submitted applications indicating a preference for the seat to which they would like to be appointed. Council has the option to appoint applicants to any available seat. Applications for appointment to the regular and/or alternate positions have been received from the following citizens:

- John Enriquez Incumbent Mayor Regular Member
- Heather Pennella Incumbent Mayor Alternate Member
- Monica Cater Incumbent Ward 2 Regular Member
- Sophia Felix Incumbent Ward 6 Alternate Member
- Crystal Pinthong Incumbent Ward 5 Regular Member
- Matthew Martin Incumbent Ward 5 Alternate Member
- Dr. Lewis Betty New Applicant
- Sue England New Applicant
- Jenny Lynn Clark New Applicant
- Austin Hibler New Applicant
- Ian Journey New Applicant

ATTACHMENTS:

Description	Type
John Enriquez Application	Backup Material
Heather Penella	Backup Material
Monica Cater Application	Backup Material
Sophia Felix Application	Backup Material
Crystal Pinthong Application	Backup Material
Mathew Martin Application	Backup Material
Lewis Betty Application	Backup Material
Sue England Application	Backup Material
Jenny Lynn Clark Application	Backup Material
Austin Hibler Application	Backup Material
lan Journey Application	Backup Material
	John Enriquez Application Heather Penella Monica Cater Application Sophia Felix Application Crystal Pinthong Application Mathew Martin Application Lewis Betty Application Sue England Application Jenny Lynn Clark Application Austin Hibler Application

		CLERK'S OFFICE USE ONLY:
SUBMIT TO: CITY CLERK 1600 Truxtun Avenue	20 NOV 12 AM 10:	0 CITY OF BAKERSFIELD RESIDENT: (YES) NO
Bakersfield, CA 93301 (661) 326-3767 Phone (661) 323-3780 Fax No.	CANCIDLA LL SI 1 1	WARD NO. 1 2 3(4) 5 6 7

CITY OF BAKERSFIELD APPLICATION FOR APPOINTMENT

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

/VIIS		Enriqu	
	, · ·		
		CA	93312
City	County	State	Zip
Phone (661) 34	2-1431		
- · · · · · · · · · · · · · · · · · · ·			
, Keep Bake	ersfield Beau	tiful	
2)			
31			
A)			
Bušinėss Title or Occuj	Retired		
Address:			
City	County	State	Zip
Phone ()			
	_	raduated/degree(s):	
	<u>~</u>		·
	Mrs. Ms. First Residence address: Bakersfield City Phone (661 342) Position(s) sought: (1) Keep Bake (2) (3) (4) Business Title or Occup Company: Address: City Phone () Education - List school East Bakersfield	Mrs. First Midde 10803 Gains 10804 Kern 10804 Kern 10804 Gains 10804 Kern 10804 Gains 1080	Mrs. First Middle Local Residence address: 10803 Gainsborough Court Bakersfield Kern CA City County State Phone (661) 342-1431 Position(s) sought: (List in order of preference) Keep Bakersfield Beautiful 2)

6.	Other Special Training or Experience: Retired from City of Santa Clarita. Supervisor in Public Works for 21 years.
7.	Previous and present governmental and civic experience. Indicate when, position and duties: Served on the State Board of Keep California Beautiful, serving as Chairman of the Proud Communities Program. No longer serving. Keep Bakersfield Beautiful Board for 20 years. Board Member Fox Theater Foundation Board for 14 years Tree Foundation of Kern Board for 8 years Dowtown Bakersfield Development Corporation Board 5 years Kern County Heritage Commission, 30 years. No longer serving.
	Arts Council of Kern Board, 4 years. No longer serving.
8,	Brighton Estates Homeowners Association, Board member for 5 years. Keep Kern Beautiful Committee Member 1.5 years. Please explain why you wish to serve on a Board/Commission for the City of Bakersfield: Continue to serve the people of Bakersfield by continuing the work of Keep Bakersfield Beautiful, particularly the partnerships we have formed.
9.	Do you have any interests or associations which might present a conflict of interest? If yes,
	please explain: No I do not have any interests or associations which might present a conflict of interest.
	attach your resume, and any additional information or statements which you feel would be helpful in
reviewi	ing your qualifications.
	AUTHORIZATION AND RELEASE
	rstand that in connection with this application for appointment, the information contained herein will be available to the general public upon request.
Signat	ure of Applicant Date

Please prov	ide the C	City Clerk's Office with the following information	on:
NAME:	John	Enriquez	
ADDRESS:		3 Gainsborough Court	
	Baker	rsfield, CA 93312	
PHONE NUM	ABERS:	HOME: 661-589-5674 AND/OR 661-342-1431 WORK: yumaway1@ac	ol.com
		AUTHORIZATION AND RELEASE	
Officials, Co	ommissior	formation will be printed in the Roster of one ns/Committees. In addition, this information at www.bakersfieldcity.us.	
		connection with this application for appoint I be made available to the general public up	
	o Suaur	Novemb	er 10, 2020
Signature o	f Applicar	nt Date	

	CLERK'S OFFICE USE ONLY:
CITY CLERK 29 NOV 30 AM 11: 26 1600 Truxtun Avenue Bakersfield, CA 93301 (661) 326-3767 Phone No. (661) 323-3780 Fax No.	CITY OF BAKERSFIELD RESIDENT: YES NO WARD NO. 1 2 3 4 5 6 7
Aur. As halleger	art the

CITY OF BAKERSFIELD APPLICATION FOR APPOINTMENT

Residence address: 2	22 Cypress	Street	
Bakersfield		CA	93304
City	County	State	Zip
Phone (661, 998	-0434		MARU.
Position(s) sought:	(List in order of pref	erence)	
Keep Bakersfie	eld Beautiful Co	mmittee-Mayor's A	Alternate Appoin
2)			
3)		The second secon	
4)			A STATE OF THE STA
	Alumani	Conor Relation	ns Manager
Rusiness Title or Occup	_{ation:} Alumini (,,, <u>o</u> ,,, ,, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Business Title or Occup	ation: Alumini d sfield College	Foundation	
Company: Bakers	sfield College	Foundation	
Company: Bakers Address: 1801 Pa	sfield College anorama Driv	Foundation	
Company: Bakers	sfield College anorama Driv	Foundation e	93305 Zip
Company: Bakers Address: 1801 Pa Bakersfield	sfield College anorama Driv Kern County	Foundation e CA	93305
Company: Bakers Address: 1801 Pa Bakersfield City	sfield College anorama Driv Kern County 5-4885	e Foundation re CA State	93305

	Other Special Training or Experience: love to recycle!
	Previous and present governmental and civic experience. Indicate when, position and duties: KBB Mayor's Alternate Appointee since January 2017 (served as Chair of KBB in 2019) CASA of Kern County Board Member since 2014
	Please explain why you wish to serve on a Board/Commission for the City of Bakersfield: It has been my honor to be selected by Mayor Karen Goh to serve the City of Bakersfield through Keep Bakersfield Beautiful for the past four years. I look forward to serving another term with the committee, working to clean up the city and outreach to citizens proper trash and recycling practices.
	Do you have any interests or associations which might present a conflict of interest? If yes, please explain: I work as a fundraiser for Bakersfield College Foundation, and therefore cannot ask for direct financial support on behalf KBB or the City.
ease view	e attach your resume, and any additional information or statements which you feel would be helpful in ving your qualifications.
	AUTHORIZATION AND RELEASE
ade	erstand that in connection with this application for appointment, the information contained herein will be a diable to the general public upon request. 11/24/2020 Date

Please provi	de the Cit	y Clerk's Office with the following information:
NAME:	Heath	er Pennella
ADDRESS:	222 C	ypress Street
.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Baker	sfield, CA 93304
PHONE NUM	BERS:	номе: 661-998-0434
		AND/OR 661-395-4885 WORK:
		E-MAIL ADDRESS heatherpennella@gmail.com

AUTHORIZATION AND RELEASE

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

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

Signature of Applicant

11/24/2020

CLERK'S OFFICE USE ONLY: CITY CLERK 1600 Truxtun Avenue Bakersfield, CA 93301 (661) 326-3767 Phone No. (661) 323-3780 Fax No.

CITY OF BAKERSFIELD APPLICATION FOR APPOINTMENT

, [Mr. MONICA	BARBA	CA	T E IR
''	Mrs. Monica Ms. First	Middle	Las	t
2.	Residence address; <u>213</u>	I C STRE	<u>et</u>	
	BAKERSFIELD Cou	KERN nty	<i>CP</i> State	9330/ Zip
	Phone (83/) 572.374	12_		-
3.	Position(s) sought: (List in	order of preference	re)	
	1) WAIZD 2 KER	BANEPSFIEL	2 BEAUTIFUL	BUNED MEMBER
	2)		AND THE PROPERTY OF THE PARTY O	
	3)			
	4)			
4.	Business Title or Occupation:	PROJECT 1	MANAGER	and the same of th
	Company: GENERA	H SERVICES	HOMINISTR	970N
	Address: 50 U.N.I	TED NATIO	ons place	
	SAN FRANCISO City C	SANTRANCIS ounty	co <u>CA</u> State	94102 Zip
	Phone (415) 522.3	3166		
.5.	Education - List schools atten	ded and/or gradue	ated/degree(s):	
	CALIFORNIA POSTE	APIC UNIVI	ERSITY, SAU	Luis obispo-
	BACHELOR OF A	PCHITECTURE		

	PROGRAM AND PROJECT MAWAGER, LEVEL I CERTIFIED,
	FEBERAL ACQUISITION INSTITUTE
7.	Previous and present governmental and civic experience. Indicate when, position and duties:
9-Pk	ESELT - GENERAL SERVICES ADMINISTRATION, PROJECT MANAGER
016-	PRESENT - KEEP BAKEPSFIELD BEAUTIFUL, WARD 2. BUARD MEMBER
8.	Please explain why you wish to serve on a Board/Commission for the City of Bakersfield:
	14 has been my privilege and hunour to serve as a Word 2, Bound Member with Keep Balcersheld Beautiful
	for the past four years. In addition to volunteering on
	numerous neighborhood champs. I have held the role of
	chair of the KBB Beautification Subcommittee. It would be a pleasure to continue representing want 2 in this apprecia
9.	Do you have any interests or associations which might present a conflict of interest? If yes, please explain:
	No
	e attach your resume, and any additional information or statements which you feel would be helpful in: ring your qualifications.
	AUTHORIZATION AND RELEASE
Lunde	erstand that in connection with this application for appointment, the information contained herein will be
made	available to the general public upon request.

Please provide t	he City Clerk's Office with the following information:
NAME:	MONICH CATER
ADDRESS:	2131 C STREET BAKERSFIELD, CA 93301
PHONE NUMBERS	S: HOME: <u>631.512.3142</u> AND/OR WORK: E-MAIL ADDRESS <u>MUNICA. B. CATER</u> @ GIMAIL CON
	AUTHORIZATION AND RELEASE
Officials, Comm	nis information will be printed in the Roster of Councilmembers and issions/Committees. In addition, this information will be provided on et site at www.bakersfieldcity.us.
	at in connection with this application for appointment, the information in will be made available to the general public upon request.
<u>(Mam a</u> Signature of App	blee 12/9/20 Date

DECLARATION

Honorable Mayor and Councilmember	rs:
I do not wish to seek reappointment to	the
Bý:	Date:

MONICA CATER

2131 C Street Bakersfield, CA 93301 831.512.3142 monica.b.cater@gmail.com

Project manager with 11+ years of experience at managing federal government prospectus level projects

PROFESSIONAL EXPERIENCE

300 North Los Angeles Street United States Probation Tenant Improvement Project (25,000 square feet - \$4.5 million)
Los Angeles, CA

General Services Administration, Region 9, Project Manager July 2016 – Present

- Project Manager throughout project initiation, planning, design, and construction phases of a fully occupied federal tenant improvement project
- Developed the scope of work for a bridging document solicitation, led negotiations with prospective contractors, and provided technical support to the Contracting Officer throughout the solicitation process
- Managed the project during the bridging document phase. Led meetings, provided owner review and coordinated program
 conformance reviewer comments for design submittals, provided responses to requests for information, reviewed and approved
 contractor payments
- Developed the design build request for proposal package, including scope of work and Division 1 Specifications requirements
- Led the pre-bid contractor conference and site walk
- Led negotiations for the construction management contract
- Managed a multidisciplinary team, coordinated with the tenant agency, provided upper management with timely project updates, and maintained project records in an electronic project management software program

West 6th Street Repair and Alteration Project

(71,500 square feet - \$6 million) Los Angeles, CA

General Services Administration, Region 9, Project Manager July 2015– Present

- Project Manager throughout project initiation, planning, design, and construction phases of a fully occupied, multi-phased, high security prospectus level project
- Collaborated with multiple divisions within the GSA throughout all phases of the project
- Provided Contractor Officer Technical Representative (COTR) support to the Contracting Officer during all project solicitations
- Established project baseline schedule, scope, and budget, tracked the progress and regularly updated upper management
- Created change order scopes of work, independent estimates, technical analysis of contractor proposals, and lead negotiations
- Reviewed and provided comments for submittals and requests for information
- Coordinated meetings project stakeholders and local utility agency regarding major building power service renovations
- Lead pre-bid and post award conferences and site walks
- Participated in monthly payment application walks, reviewed and processed contractor invoices
- Managed project budget and contingency funds. As of 66% construction completion approximately 60% of contingency remained available

CLERK'S OFFICE USE ONLY: SUBMIT TO: 29 DEC 11 PH 3: 09 CITY OF BAKERSFIELD CITY CLERK 1600 Truxtun Avenue Charles and CLEM RESIDENT: (ES) NO Bakersfield, CA 93301 WARD NO. 1 2(3) 4 5 6 7 (661) 326-3767 Phone No. (661) 323-3780 Fax No. CITY OF BAKERSFIELD APPLICATION FOR APPOINTMENT APPLICANTS ARE ENCOURAGED TO CONTACT EACH COUNCILMEMBER TO COMMUNICATE THEIR INTEREST FOR APPOINTMENT. ١. 2. Phone (LOUI) (List in order of preference) Position(s) sought: 3. 2) Business Title or Occupation: Stay at teme mom 4. Company: Address: Zip State County City Phone (____) ___ Education - List schools attended and/or graduated/degree(s): 5.

ommunication emphasis

6. Other Special Training or Experience:	
	····
7. Previous and present governmental and civic experience. Indicate when, position and SINCE JUNE OF 2010 I Mave been a knowled member. In 2013 I headen the	66
Education Sub committee. I was awarded the Kern Cob. for my et	Fort
8. Please explain why you wish to serve on a Board/Commission for the City of Bakersfield I have always wanted to make	CL
difference in my community. This KBB I have been able to help changes in my community	ouer! Mak
9. Do you have any interests or associations which might present a conflict of interest? If please explain:	yes,
Please attach your resume, and any additional information or statements which you feel would be reviewing your qualifications.	helpful in
AUTHORIZATION AND RELEASE	
Lunderstand that in connection with this application for appointment, the information contained here made available to the general public upon request.	an will be
Signature of Applicant Date	ALLANDER OF THE

Di como del e E	h - City Clark's Office with the following information:	
NAME:	he City Clerk's Office with the following information: Sophia L. Felix	
ADDRESS:	20010 Auburn St. Condo A Bakersfield, CA 95306.	
PHONE NUMBER	AND/OR WORK:	
	E-MAIL ADDRESS Sophiaramirez 80 agmail: com	
	AUTHORIZATION AND RELEASE	
If appointed, this information will be printed in the Roster of Councilmembers and Officials, Commissions/Committees. In addition, this information will be provided on		

the City's Internet site at www.bakersfieldcity.us.

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

Signature of Applicant

DECLARATION

Honorable Mayor and Councilmembe	ers:
I do not wish to seek reappointment to	o the
By:	Date:

	CLERK'S OFFICE USE ONLY:
SUBMIT TO: CITY CLERK 29 DEC 11 PM 2-21	CITY OF BAKERSFIELD
1600 Truxtun Avenue	CITY OF BAKERSFIELD RESIDENT: (PES) NO
Bakersfield, CA 93301 AMERICAL GRAY CLER (661) 326-3767 Phone No.	^K WARD NO. 1 2 3 4) 5 6 7
(661) 323-3780 Fax No.	

CITY OF BAKERSFIELD APPLICATION FOR APPOINTMENT

Ms. First Residence address: 1	міddle 1922 Harvic	k Ave	as†
Bakersfield		CA	93312
City Phone (661) 703	County	State	Zip _.
Position(s) sought: Retain curre			
2)	Calculate stormers of the state	100 Alba 100	
3)		4.14.4.18.18.18.18.18.18.18.18.18.18.18.18.18.	
4)		A. M.	
Business Title or Occupa	otion: Complia	nce	
Company: Valley	Strong		
Address: 11500 E	Bolthouse		
Bakersfield		CA	93311
City Phone (661) 833	County 7791	State	Zlp
	attended and/or ar	raduated/degree(s):	

6.	Other Special Training or Experience:	
7.	Previous and present governmental and civic experience On Board of KBB	e. Indicate when, position and duties:
8.	Please explain why you wish to serve on a Board/Commis I enjoy serving the community of Bakersfield.	sion for the City of Bakersfield:
9.	Do you have any interests or associations which might preplease explain:	esent a conflict of interest? If yes,
review	e attach your resume, and any additional information or staten ving your qualifications. AUTHORIZATION AND RELEASI erstand that in connection with this application for appointment	Ε
made	available to the general public upon request. ture of Applicant	12-11-2020 Date

Please provi	de the Cit	y Clerk's Office with	the following information:
NAME:	Crysta	l Pinthon	
ADDRESS:	11922	Harvick Ave	
Bakersfield, ca 93312			
PHONE NUM	BERS:	HOME: 661-70	3-2133
AND/OR WORK:			crisydawn@yahoo.com
		2,777,127,122,132	
		AUTHORIZATIO	ON AND RELEASE
Officials, Co	mmission	ormation will be pri s/Committees. In c at www.bakersfieldo	nted in the Roster of Councilmembers and ddition, this information will be provided or ity.us.
I understand contained h	d that in c nerein will l	onnection with this one made available	application for appointment, the information to the general public upon request.
Signature of	f Applican	†	12-11-2020 Date

		CLERK'S OFFICE USE ONLY:	
SUBMIT TO: CITY CLERK 1600 Truxtun Avenue Bakersfield, CA 93301 (661) 326-3767 Phone (661) 323-3780 Fax No.	No.	LOUT OF BANEROFIELD	

CITY OF BAKERSFIELD APPLICATION FOR APPOINTMENT

Mr. Matthew	Greg	ory [Martin
Ms. First	Midd	le	Last
r Residence address: 2	812 Chiselhu	rst Court	
Bakersfield	Kern	CA	9331
City	County	State	Zip
Phone (760) 384	-8006		
Position(s) sought:		erence)	-
Koon Pakers		Committee (ma	ain member)

Keep Bakers	field Beautiful	Committee (alt	ernate membe
3}			
•			
Business Title or Occup	Political	and business co	onsultina
Business Title or Occup	ation: Tomical	arab Ina	
Company: Wester			
Address: 5329 Off	ice Centre Co	urt Suite 120	
Bakersfield	Kern	CA	93311
City	County	State	Zip
Phone (661) 327	-4141		
en i et etakini bi t	حالم سعم أو واو سرسالليس	الأمام فعيم ماما لم مناس المام	
Education - List schools	attended and/or g	raduated/degree(s):	

6.	Other Special Training or Experience:	
7.	Previous and present governmental and a	ivic experience. Indicate when, position and duties:
0	Diagram availain why was switch to some on or	Pagral/Commission for the City of Rakardialds
8.	I have been serving on the board since 20 working on our weekend cleanups, advoca	Board/Commission for the City of Bakersfield: 17 and have enjoyed the experience. From atting for further trash receptacles and that highlight our best qualities I look forward to
7.	Do you have any interests or associations of please explain:	vhich might present a conflict of interest? If yes,
	ing your qualifications.	nation or statements which you feel would be helpful in
	stand that in connection with this application f	or appointment, the information contained herein will be
	available to the general public upon request. atthew Martin	12-10-2020
	ure of Applicant	Date

Please provi	ide the C	ity Clerk's Office with	the following information:
NAME:	NA al	ready a membe	er
ADDRESS:			
		10145	
PHONE NUM	IBERS:		ALL
		AND/OR	
		YYOKK.	
		E-MAIL ADDRESS _	
		AUTHORIZATIO	N AND RELEASE
Officials, Co	ommissior	iormation will be prin ns/Committees. In ac at www.bakersfieldc	ted in the Roster of Councilmembers and addition, this information will be provided on ity.us.
l understand contained t	d that in one control will	connection with this o be made available to	pplication for appointment, the information the general public upon request.
Matthei	v Marti	in	12-10-2020
Signature of			Date

CITY CLERK 1600 Truxtun Avenue 20 NOV 18 PM 2: 04 RESIDENT: YES NO Bakersfield, CA 9330 BAALBAR AND 12: 3 4(5)6.7		CLERK'S OFFICE USE ONLY:
(661) 323-3780 Fax No.	1600 Truxtun Avenue Bakersfield, CA 9330 BANGRON (661) 326-3767 Phone No.	04 RESIDENT: (YES) NO

CITY OF BAKERSFIELD APPLICATION FOR APPOINTMENT

1.	Mr. Lewis	Stafford	Betty	
'	Ms. First	Middle	Last	
2.	Residence address: 191	7 Sully Ct		
	Bakersfield Kern CA 93311			
	City	County Sta	te	Zip
	Phone (661) 735-5	794		
3.		st in order of preference)		
	City Beautifica	ation - Bakersfi	eld Beautiful	Committee
	2)			
	<u>عا</u> ً			
	,			
	4)	Professor Emeri	tue of Policiou	e Studies
.4.	Business Title or Occupation	n: Professor Enter	tus of Iteligiou	is Oldales
	Company: CSU Bal	kersfield (retired)		
	Address: 9001 Stoc			
	Bakersfield Kern CA 93311			
	City	County Sta	le	Zip
	Phone ()	and the state of t		
5.	Education - List schools at	fended and/or graduated/o	degree(s):	
	Ph.D. Fordham	University, New	York City	
	B.S. Spring Hill			
	<u> </u>			

6.	 Other Special Training or Experience: Writer, 14 books published, 5 nonfiction, 9 filetion, and many articles 	
		n over the last 35 years, several on city beautification issues
7.	I've organized no-cost tree planting projects. Lin prisoners to do the work, Main projects: 1. The nine ash trees gracing the front of St. Fra 2. More than a hundred trees used as shade for CSUB (most of them have been removed)	civic experience. Indicate when, position and duties: ed up free tees, got support from the county, which supplied nois School, which I planted by hand many years ago. the parents who watched their kinds play AYSO soccer at the principal and I hand-planted some thiryt or so years
	Voted "Main of the Year" by the Kern County Lunweek-with a public service video "setting the exa	ត្ត Associztion for pledging to ride a bus to work once a ample" shown frequently on TV.
8.		a Board/Commission for the City of Bakersfield: d in making Beautiful more beautiful. I've seen years and would like to see it continue.
9.	Do you have any interests or associations please explain: None	which might present a conflict of interest? If yes,
	attach your resume, and any additional info ving your qualifications.	ormation or statements which you feel would be helpful in
	AUTHORIZA	TON AND RELEASE
made	available to the general public upon request.	for appointment, the information contained herein will be
ميب عر	Lewis & Bethy	11-14-2020
Signal	ture of Applicant	<u> (1-14-2020</u> Date

Please provi	ide the City Clerk's Office with the following information: Lewis Stafford Betty	
ADDRESS:	1917 Sully Ct	
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Bakersfield, CA 93311	
PHONE NUM	HOME: 661-735-5794 AND/OR retired WORK: sbetty@csub.edu	
	AUTHORIZATION AND RELEASE	
Officials, Co	d, this information will be printed in the Roster of Councilmembers ommissions/Committees. In addition, this information will be provided ternet site at www.bakersfieldcity.us.	
	d that in connection with this application for appointment, the inform terein will be made available to the general public upon request.	natior
<u>Lewes</u> Signature of	SBetty 11-14-2020 Applicant Date	

CLERK'S OFFICE USE ONLY: CITY CLERK 1600 Truxtun Avenue Bakersfield, CA 93301 BAKERSFIELD CITY CL (661) 326-3767 Phone No. (661) 323-3780 Fax No.

CITY OF BAKERSFIELD APPLICATION FOR APPOINTMENT

Mr. Sue		England	
Ms. First	Middle		
Residence address: 10	Jour Filliau		
Bakersfield	Kern	California	93311
City	County	State	Zip
Phone (661) 808	-3275		
Position(s) sought:		erence)	
, Keep Baker	sfield Beauti	iful Committee W	ard 6
2)			
•			
3)			.,
4)			A14.448.000
Business Title or Occupa	otion: CEO		·
Company: LS En	gland Desigr	ns, Inc	
Address: 6600 Di			
Bakersfield		Calif	93313
City	County	State	Zip
Phone (661, 835	-8000		
Education - List schools		·.	
North High So	hool-Bakers	sfield	٠.
Associate Business	Degree at MTI B	usiness College in Sacra	amento Calif

- 6. Other Special Training or Experience: Running our general contracting business for the past 14 years has provided the opportunity to associate with many facets of the Bakersfield community. This experience has been valuable when dealing and working with others.
- 7, Previous and present governmental and civic experience. Indicate when, position and duties: At present: Serving as Executive Board Member for Better Business Bureau for 7 years. Board member for Blessing Corner- 2 years and Board Member for Ashes to Beauty Ministry -4 years.

I am a member of Women Leaders in Business, KLA and contributer and volunteer for Mission @ Kern County.

- I am also honored to state I campaigned for Patty Gray during this past election and have supported Vince Fong and Senator Shannon Grove.
- 8. Please explain why you wish to serve on a Board/Commission for the City of Bakersfield: I feel it is the responsibility of all citizens who are able, to support and help our community by donating time, money or ideas to promote and make a difference in our town. The well being of our environment is a major concern for Bakersfield and I want to help promote and improve the town we call home.

9. Do you have any interests or associations which might present a conflict of interest? If yes, please explain: No

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

AUTHORIZATION AND RELEASE

l understand that in connection with this application for	appointment, the information contained herein will be
made avgilable to the general public upon request.	
Signature of Applicant	12/04/2020
Signature of Applicant	
aighaitire of Applicain	Date '

Please pro	vide the C	ity Clerk's Office with the following information:
NAME:	Sue E	England
ADDRESS:	1030	6 Pinnacle Court
	Bake	rsfield, Calif. 93311
PHONE NUI	MBERS:	HOME: 661 808-3275
		AND/OR 661 835-8000
		E-MAIL ADDRESS LSEnglandDesigns@gmail.com

AUTHORIZATION AND RELEASE

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

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

Signature of Applicant

Date

CITY OF BAKERSFIELD

SUBMIT TO:

FEB 0 4 2020

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

CLERK'S OFFICE USE ONLY:

CITY OF BAKERSFIELD RESIDENT: (YES) NO

WARD NO. 1 2 3 4 5 6 7

CITY OF BAKERSFIELD APPLICATION FOR APPOINTMENT

Mr. Jenny Lyr	ne Clark		
Ms First	Midd	le	Last
Residence address:	5808 Autumr	Crest Dr	
Bakersfield	Kern	CA	93313
City	County	State	Zip
Phone (661, 478	3-3051		
Position(s) sought:	(List in order of pre	ference)	
1) Historical F	reservation	COMMISSION	
₂₁ Keep Bake	rsfield Beau	tiful Committe	ee
3)			
4)		20 April 20	
Business Title or Occu	pation: Realtor/Ov	vner-Lead Property	/ Aquisitionist
Company: Realty	ONE Group	Strong/JC Ren	ovations LLC.
Address: PO BO	X 21822		
Bakersfield	Kern	CA	93390
City	County	State	Zip
Phone (661) 30	2-0489		
AVC- AA Inter	ior Design wit	n a minor in B	usiness Adm.
Multiple Continued	d Education Cours	ses outside of an a	ccredited University.
	Residence address: Bakersfield City Phone (661, 478) Position(s) sought: Historical F Keep Bake 3) Business Title or Occup Company: Realty Address: PO BO Bakersfield City Phone (661, 302) Education - List school AVC- AA Inter	Residence address: Bakersfield Kern City County Phone (661) 478-3051 Position(s) sought: (List in order of pre Historical Preservation Keep Bakersfield Beau Which is a proper servation in the servation i	Ms. First Middle Residence address: 5808 Autumn Crest Dr Bakersfield Kern CA City County State Phone (661) 478-3051 Position(s) sought: (List in order of preference) Historical Preservation Commission Keep Bakersfield Beautiful Committe Weep Bakersfield Beautiful Committe Realty ONE Group Strong/JC Ren Address: PO BOX 21822 Bakersfield Kern CA City County State Phone (661) 302-0489

6.	Other Special Training or Experience: An experienced and well versed Realtor. Advanced training through Berkshire Hathaway HS educational and training services.
	Multitude of Managerial and Operations experience, dealing with high profile clients as well as a team of employees.
	Certified Community Manager with experience in running a board of directors within an organization.
7.	Previous and present governmental and civic experience. Indicate when, position and duties: Currently enrolled to assist in the next Habitat for Humanity build, located here in Bakersfield CA. Scheduled to commence early Spring, I believe. My family and I just relocated here from Lancaster, CA. I would love to be more involved in the Community, and I am learning how to do so!
8.	Please explain why you wish to serve on a Board/Commission for the City of Bakersfield: A lifetime passion for the history and meaning behind historical homes and buildings. My daughter and I share in this feeling of wanting to restore the life and luster in these wonderfully crafted buildings that hiold so much historical value. She is 14 years old and an aspiring Architect, I would love to intill in her, as well as my youngest daughter, the value of giving back to the Community and being involve in something bigger than you for all the right reasons.
9.	Do you have any interests or associations which might present a conflict of interest? If yes, please explain: I do not believe so.
Please	attach your resume, and any additional information or statements which you feel would be helpful in

AUTHORIZATION AND RELEASE

I understand that in connection with this application for appointment, the information contained herein will be

reviewing your qualifications.

made available to the general public upon request.

Please provi	- A.	Clerk's Office with th	e following in	formation:
NAME:	Jenny	L. Clark		
ADDRESS:	РО ВО	X 21822		
	Bakers	field, CA 9339	00	
PHONE NUM	IBERS:	HOME: 661-478	-3051	
777011211071		AND/OR WORK:		
		F-MAIL ADDRESS R	ealtorJeni	ny661@Gmail.com
		AUTHORIZATION	I AND RELEAS	E
Officials, Co	ommissions,	mation will be printed Committees. In add twww.bakersfieldcity	dition, this inf	ster of Councilmembers and ormation will be provided on
I understand contained h	d that in co nerein will b	nnection with this ap e made available to	plication for the general p	appointment, the information bublic upon request.
3/1/	-C	1	2	2-4-20
Signature of	f Applicant		D	pate

SUBMIT TO:

CLERK'S OFFICE USE ONLY:

CITY OF BAKERSFIELD

RESIDENT: (ES) NO

WARD NO. 1 2 3 4 5 6 7

CITY OF BAKERSFIELD APPLICATION FOR APPOINTMENT

Mr. Austen C			· 1
Residence address:	Middl Marringt 000		äst
Residence address: <u>4</u> Bakersfield	Kern	CA	93309
City	County	State	Zip
Phone (661) 496	5-8427		
Position(s) sought:	(List in order of pref	erence)	
Golden Em	pire Transit I	District - Board	d Member
Planning C	ommission -	Board Member	er
Keep Bakers	sfield Beautiful	Committee - B	oard Member
	Departments Civil	Service Board - Boa	ırd Member
Business Title or Occup	Project I	Engineer	
Company: Grimn	nway Farms		
Address: 12020			
Arvin	Kern	CA	93309
City	County	State	Zip
Phone (661) 854	1-6240		
Education - List schoo		·	
Cal Poly San L	uis Obispo - E	3S Mechanical	Engineering
CSUB - MA	Education		

MIT Micromasters in Finance (in progress)
Previous and present governmental and civic experience. Indicate when, position and duties: I have no previous governmental or divic experience but I hope this will be my first! However I do have experience with continuous improvement. This will help me add value on whichever committee I serve especially if the city ever implements a program similar to LaunchKern.
Please explain why you wish to serve on a Board/Commission for the City of Bakersfield: I feel that I may be able to offer a fresh perspecitve - being a young member of the community. Additionally I recently became a father and hope to be a positive role model for my son.
Do you have any interests or associations which might present a conflict of interest? If yes, please explain: No.
attach your resume, and any additional information or statements which you feel would be helpful in ing your qualifications. AUTHORIZATION AND RELEASE

Date

Signature of Applicant

Please prov	vide the Cit	y Clerk's Office with	the following information:	
NAME:	Auster	n Hibler		
ADDRESS:	2600 E	Barrington St	#30	
	Bakers	sfield, CA 933	309	
PHONE NUI	MBERS:		496-8427	
		AUTHORIZATI	ON AND RELEASE	
Officials, C	commission	ormation will be pri s/Committees. In a at www.bakersfield	inted in the Roster of Councilmembers of addition, this information will be provided city.us.	and on
I understar contained	nd that in c herein will b	onnection with this oe made available	application for appointment, the informat to the general public upon request.	lion
Cignatura	7	<u> </u>	12/8/2020 Date	
signature c	of Applican		Dale	

Austen Hibler

2600 Barrington Street #30, Bakersfield, CA 93309 | 661-496-8427 austenhibler@gmail.com | www.linkedin.com/in/austenhibler

Education

California Polytechnic State University, San Luis Obispo
Bachelor of Science, Mechanical Engineering – December 2014
California State University, Bakersfield
Master of Arts, Education – August 2016

Employment

Grimmway Farms (Feb 2020 - present)

Project Engineer | Responsibilities:

- Using Specright to track and manage multiple projects and service orders
- Completing budgets and project timelines for production and other customers
- Managing contractors and vendors to ensure the successful and timely installation of equipment
- Using Autodesk AutoCAD to draw process flow diagrams and process & instrumentation diagrams

Wonderful Pistachios & Almonds (Feb 2017 - Feb 2020)

Process Engineer | Responsibilities:

- Managing packaging floor with eleven packaging lines and up to a hundred nonexempt employees
- Creating and auditing quality checks including bag seals, metal checks, underweight bags, etc.
- Ensuring employees are practicing GMP policies and performing their duties safely and effectively
- Using MS Excel to track orders and scheduling adherence of packaging lines

Project Experience

WP&A Waste Reduction - Overweight Pistachio Bags (June 2018 - Feb 2020)

- Objective: identify the amount of product giveaway to customers, implement solutions to reduce giveaway, and use data to evaluate success of implemented solutions
- Major contributions: implemented a new process for QCs on the floor to sample bag weights each hour, input data into Excel, and used statistical analysis to identify daily giveaway on each line
- Results: daily giveaway amounts to losses in the five-digit range, project is still ongoing but next steps include recalibrating scales, reducing the bags per minute on packaging lines by up to 15% as scheduling allows, designing an inverted cone to help control product flow to the scales, etc.

WP&A Capital Project - Laitram Preheater Installation & Validation (Dec. 2017 - June 2018)

- Objective: install and justify purchase of preheater for P1 Roasting
- Major contributions: designed and oversaw installation of cablevey runs, framework, decking, chutes, and miscellaneous equipment (brine drum, swing arm conveyor, etc.) and coordinated with four departments to execute multiple validation tests using kernels and laboratory samples
- Results: justified to senior staff the purchase of the preheater at nearly two million dollars

<u>Skills</u>

Software

- Microsoft Suite
- Autodesk Inventor
- Autodesk AutoCAD
- Smartsheets
- Python

Technical

- Casting
- Welding
- Lathe
- Mill
- Soldering

Soft

- Pragmatism
- Integrity
- Collaboration
- Conflict Resolution
- Flexibility

CITY OF BAKERSFIELD

JUN 17 2019

SUBMIT TO:

CITY CLERK'S OFFICE

CITY CLERK 1600 Truxtun Avenue Bakersfield, CA 93301 (661) 326-3767 Phone No. (661) 323-3780 Fax No. CLERK'S OFFICE USE ONLY:

CITY OF BAKERSFIELD RESIDENT: (ES) NO

WARD NO. 1(2) 3 4 5 6 7

CITY OF BAKERSFIELD APPLICATION FOR APPOINTMENT

1.	Mr. IAN ROXIE J	OURNEY		
	Ms. First			ast
2.	Residence address: 2	901 21st ST.		
	BAKERSFIELD		CA	93301
	City	County	State	Zip
	Phone (661) 331-	7520		_
3.	Position(s) sought:	(List in order of p	preference)	
) PLANNING C	OMMISSION		
	1	SFIELD HABIT	AT CONSERVATION F	PLAN TRUST GROUP
	,	SFIELD BEA	AUTIFUL COMMISS	ION
	4)			
4.	Business Title or Occup	ation: CONSI	JLTING MECHANIC	AL ENGINEER
.,	Company: BASKIN	IG MECHAN	ICAL ENGINEERS	*
	Address: 5500 MIN	IG AVE.		
	BAKERSFIELD	KERN	CA	93309
	City	County	State	Zip
	Phone (661) 397	-2114 ext. 2		
5.	Education - List schools Stockdale H.S		or graduated/degree(s):	
	Cal Poly San Lu	is Obispo - B	ScME, 2009	

	Licensed Mechanical Engineer, State of Californ	na, #36073
		· · · · · · · · · · · · · · · · · · ·
	Previous and present governmental and civic experions. A.S.A. Volunteer, 2019 - Present Kern High School District Energy Academy Mentoring — Present Workforce Investment Board (W.I.B.) of Kern, Inyo & Moreonet W.I.B. Youth Council Board Member, 2013 - Present Kern Taxpayers Association, Kern Leaders Academy, Cl	Independence High School, 2017 - no Counties, Board Member, 2013 -
	Please explain why you wish to serve on a Board/Co. I would like to become more involved within the City of B working with the County of Kern but would like to be a part I moved from unincorporated County into downtown Bak about making our community into a role model for other of the county in t	akersfield. I have extensive experience art of municipal governance. My wife and ersfield last year and are passionate
	Do you have any interests or associations which might please explain: No.	ht present a conflict of interest? If yes,
	attach your resume, and any additional information or sing your qualifications.	statements which you feel would be helpful i
	AUTHORIZATION AND RE	ELEASE
nde	rstand that in connection with this application for appoint available to the general public upon request.	ment, the information contained herein will be
iae	available to the general public oportreguest.	6/17/2019

Please provi	le the City Clerk's Office with the following information:
NAME:	IAN ROXIE JOURNEY
ADDRESS:	2901 21st ST.
7.22.K200	BAKERSFIELD, CA 93301
PHONE NUM	BERS: HOME: 661-331-7520
	AND/OR 661-397-2114 WORK:
	E-MAIL ADDRESS ianjourney@mac.com

AUTHORIZATION AND RELEASE

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

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

Signature of Applicant

6/17/2019

Date



IAN JOURNEY, P.E.

Mechanical Engineer Baskin Mechanical Engineers 2901 21" St.
Bakersfield, CA 93301
o 661.397.2115
m 661.331.7520
ijourney@baskinme.com
ianjourney@mac.com

EXPERIENCE

Baskin Mechanical Engineers

Mechanical Engineer / Project Manager

Bakersfield, CA, USA October 2018 – Present

Primary duties include design of HVAC systems, performing detail load calculations on new and existing buildings, preparation of Building Information Modeling (B.I.M) / 3-D / 2-D drawings, schematics, specifications and construction documents for a variety of projects including commercial and institutional; coordinate with on-site trades, perform site walks and write up contractor work review reports; complete detail energy simulations and analysis.

Journey Air Conditioning Co., Inc.

Mechanical Engineer

Bakersfield, CA February 2012 – October 2018

Sterling, Cooper & Associates
Design Engineer

Vancouver, BC, Canada December 2009 – January 2012

EDUCATION

California Polytechnic State University, San Luis Obispo

B.S., Mechanical Engineering, conferred June 2009

- Concentration in HVAC Design & Analysis
- · Minor in Religious Studies
- Core Courses: HVAC System Design, Air and Water Distribution, Refrigeration Principles, Building Heating and Cooling Loads, Fluid Mechanics, Thermodynamics, Heat Transfer, Thermal System Design, Mechanical Control Systems

CERTIFICATIONS & AWARDS

- Licensed Professional Engineer in Mechanical Engineering (No. M36073) from the California Board for Professional Engineers and Land Surveyors – June 2012
- LEED Accredited Professional (U.S. Green Building Council) January 2009
- College of Engineering Dean's List Spring 2005, Summer 2007, Fall 2007, Winter 2009
- 2008-2009 Cal Poly ASHRAE Outstanding Service & Leadership Award
- ASHRAE 2009 Student Design Project Competition 1st Place System Design Category

LEADERSHIP & COMMUNITY INVOLVEMENT

- · C.A.S.A. Volunteer, 2019 Present
- Kern High School District Energy Academy Mentoring Independence High School, 2017 Present
- Workforce Investment Board of Kern, Inyo & Mono Counties, Board Member, 2013 Present
 - W.I.B. Youth Council Board Member, 2013 Present
- Kern Community Action Partnership Food Policy Council, Steering Committee Member, 2013 2015
- Kern Taxpayers Association, Kern Leaders Academy, Class of 2013
- ASHRAE Southern California Chapter, 2012 Present
- ASHRAE British Columbia Chapter, 2010 2012
- Cal Poly ASHRAE Student Branch, 2004 2009
 - Vice President, 2008 2009

SKILLS & INTERESTS

- Knowledge of Design Tools and Computer Applications: AutoCAD MEP, Autodesk Revit, Autodesk Navisworks, EnergyPro v7, RETScreen, Trane TRACE 700, Carrier's Hourly Analysis Program, and Microsoft Office
- Professional Interests: Solar DHW Systems, Existing Building Retrofits, Natural Ventilation/Cooling, District Energy Systems, Variable Refrigerant Flow Applications
- Personal Hobbies: Making bread with my wife at her bakery (Baker's Outpost), Motocross, Cycling, Vinyl Records, Photography



ADMINISTRATIVE REPORT

MEETING DATE: 1/6/2021 Appointments 7. f.

TO: Honorable Mayor and City Council

FROM: Julie Drimakis, City Clerk

DATE: 12/4/2020

WARD:

SUBJECT: One appointment (at large) to the Metropolitan Bakersfield Habitat

Conservation Trust Group due to the term expiration of James

Buchanan (September 30, 2020)

STAFF RECOMMENDATION:

Staff recommends Council determination.

BACKGROUND:

There will be one appointment to the Metropolitan Bakersfield Habitat Conservation Trust Group due to the term expiration of James Buchanan (September 30, 2020)

One application to fill the expired term has been received from Ian Journey.

The Trust Group is comprised of five members, including one representative from the City of Bakersfield; one from the County of Kern; and three advisory members. Mandatory advisors to the Trust Group include the California Department of Fish and Game; the U.S. Fish and Wildlife Service; and an appointed City/County "member of the public" who serves a two-year term in which the City and County alternate the appointment. The public member is not required to live in a specific ward; however, he or she must be a City resident and possess some knowledge of the workings of the Metropolitan Bakersfield Habitat Conservation Trust Group.

The Trust Group develops and adopts rules and regulations governing the conduct of the Agency, and assists in the implementation of a joint City of Bakersfield/County of Kern conservation program which addresses State and Federal Endangered Species Law. The public member acts in an advisory capacity to the Trust and provides input on decisions regarding preserve land acquisition and management. Meetings are held on scheduled dates at the Kern County Administrative Building.

ATTACHMENTS:

Description Type

□ lan Journey Application Backup Material

CITY OF BAKERSFIELD

JUN 17 2019

SUBMIT TO:

CITY CLERK'S OFFICE

CITY CLERK 1600 Truxtun Avenue Bakersfield, CA 93301 (661) 326-3767 Phone No. (661) 323-3780 Fax No. CLERK'S OFFICE USE ONLY:

CITY OF BAKERSFIELD RESIDENT: (ES) NO

WARD NO. 1(2) 3 4 5 6 7

CITY OF BAKERSFIELD APPLICATION FOR APPOINTMENT

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

1.	Mr. IAN ROXIE J	OURNEY						
	Ms. First			ast				
2.	Residence address: 2	901 21st ST.						
	BAKERSFIELD		CA	93301				
	City	County	State	Zip				
	Phone (661) 331-	7520						
3.	Position(s) sought:	(List in order of p	preference)					
) PLANNING C	OMMISSION						
	1	SFIELD HABIT	AT CONSERVATION F	PLAN TRUST GROUP				
	,	SFIELD BEA	AUTIFUL COMMISS	ION				
	4)							
4.	Business Title or Occup	ation: CONSI	JLTING MECHANIC	AL ENGINEER				
.,	Company: BASKING MECHANICAL ENGINEERS							
	Address: 5500 MIN	IG AVE.						
	BAKERSFIELD	KERN	CA	93309				
	City	County	State	Zip				
	Phone (661) 397	-2114 ext. 2						
5.	Education - List schools attended and/or graduated/degree(s): Stockdale H.S 2004							
	Cal Poly San Lu	is Obispo - B	ScME, 2009					

	Licensed Mechanical Engineer, State of Californ	na, #36073
		· · · · · · · · · · · · · · · · · · ·
	Previous and present governmental and civic experions. A.S.A. Volunteer, 2019 - Present Kern High School District Energy Academy Mentoring — Present Workforce Investment Board (W.I.B.) of Kern, Inyo & Moreonet W.I.B. Youth Council Board Member, 2013 - Present Kern Taxpayers Association, Kern Leaders Academy, Cl	Independence High School, 2017 - no Counties, Board Member, 2013 -
	Please explain why you wish to serve on a Board/Co. I would like to become more involved within the City of B working with the County of Kern but would like to be a part I moved from unincorporated County into downtown Bak about making our community into a role model for other of the county in t	akersfield. I have extensive experience art of municipal governance. My wife and ersfield last year and are passionate
	Do you have any interests or associations which might please explain: No.	ht present a conflict of interest? If yes,
	attach your resume, and any additional information or sing your qualifications.	statements which you feel would be helpful i
	AUTHORIZATION AND RE	ELEASE
nde	rstand that in connection with this application for appoint available to the general public upon request.	ment, the information contained herein will be
iae	available to the general public oportreguest.	6/17/2019

INFORMATION FOR CITY ROSTER AND INTERNET

Please prov	ide the Ci	ity Clerk's Office with the following information:	
NAME:	IAN R	OXIE JOURNEY	
ADDRESS:	2901 2	21st ST.	
	BAKE	RSFIELD, CA 93301	
PHONE NUM	ABERS:	HOME: 661-331-7520	
		AND/OR 661-397-2114 WORK:	
		E-MAIL ADDRESS ianjourney@mac.com	

AUTHORIZATION AND RELEASE

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

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

Signature of Applicant

6/17/2019

Date

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



IAN JOURNEY, P.E.

Mechanical Engineer Baskin Mechanical Engineers 2901 21" St.
Bakersfield, CA 93301
o 661.397.2115
m 661.331.7520
ijourney@baskinme.com
ianjourney@mac.com

EXPERIENCE

Baskin Mechanical Engineers

Mechanical Engineer / Project Manager

Bakersfield, CA, USA October 2018 – Present

Primary duties include design of HVAC systems, performing detail load calculations on new and existing buildings, preparation of Building Information Modeling (B.I.M) / 3-D / 2-D drawings, schematics, specifications and construction documents for a variety of projects including commercial and institutional; coordinate with on-site trades, perform site walks and write up contractor work review reports; complete detail energy simulations and analysis.

Journey Air Conditioning Co., Inc.

Mechanical Engineer

Bakersfield, CA February 2012 – October 2018

Sterling, Cooper & Associates
Design Engineer

Vancouver, BC, Canada December 2009 – January 2012

EDUCATION

California Polytechnic State University, San Luis Obispo

B.S., Mechanical Engineering, conferred June 2009

- Concentration in HVAC Design & Analysis
- · Minor in Religious Studies
- Core Courses: HVAC System Design, Air and Water Distribution, Refrigeration Principles, Building Heating and Cooling Loads, Fluid Mechanics, Thermodynamics, Heat Transfer, Thermal System Design, Mechanical Control Systems

CERTIFICATIONS & AWARDS

- Licensed Professional Engineer in Mechanical Engineering (No. M36073) from the California Board for Professional Engineers and Land Surveyors – June 2012
- LEED Accredited Professional (U.S. Green Building Council) January 2009
- College of Engineering Dean's List Spring 2005, Summer 2007, Fall 2007, Winter 2009
- 2008-2009 Cal Poly ASHRAE Outstanding Service & Leadership Award
- ASHRAE 2009 Student Design Project Competition 1st Place System Design Category

LEADERSHIP & COMMUNITY INVOLVEMENT

- · C.A.S.A. Volunteer, 2019 Present
- Kern High School District Energy Academy Mentoring Independence High School, 2017 Present
- Workforce Investment Board of Kern, Inyo & Mono Counties, Board Member, 2013 Present
 - W.I.B. Youth Council Board Member, 2013 Present
- Kern Community Action Partnership Food Policy Council, Steering Committee Member, 2013 2015
- Kern Taxpayers Association, Kern Leaders Academy, Class of 2013
- ASHRAE Southern California Chapter, 2012 Present
- ASHRAE British Columbia Chapter, 2010 2012
- Cal Poly ASHRAE Student Branch, 2004 2009
 - Vice President, 2008 2009

SKILLS & INTERESTS

- Knowledge of Design Tools and Computer Applications: AutoCAD MEP, Autodesk Revit, Autodesk Navisworks, EnergyPro v7, RETScreen, Trane TRACE 700, Carrier's Hourly Analysis Program, and Microsoft Office
- Professional Interests: Solar DHW Systems, Existing Building Retrofits, Natural Ventilation/Cooling, District Energy Systems, Variable Refrigerant Flow Applications
- Personal Hobbies: Making bread with my wife at her bakery (Baker's Outpost), Motocross, Cycling, Vinyl Records, Photography



ADMINISTRATIVE REPORT

MEETING DATE: 1/6/2021 Appointments 7. g.

TO: Honorable Mayor and City Council

FROM: Julie Drimakis, City Clerk

DATE: 12/9/2020

WARD:

SUBJECT: One appointment to the Bakersfield Youth Commission due to recent

vacancy for Mayor's alternate appointment (term expired on July 31,

2020).

STAFF RECOMMENDATION:

Staff recommends City Council determination.

BACKGROUND:

The Bakersfield Youth Commission is composed of eight commissioners and eight alternate commissioners appointed by the Mayor and City Council. The Mayor and each Councilmember nominate residents from the City of Bakersfield, which are then approved by the full City Council. The Bakersfield Youth Commission identifies the concerns and needs of local youth, including matters related to recreational opportunities, park amenities, student safety, and volunteer opportunities with the City. Meetings are held on the first Monday of each month at 4:00 p.m. There are currently seven vacancies in the Bakersfield Youth Commission: voting and alternate commissioner for Ward 1 and 7 and alternate commissioners for Mayors appointment Wards 2 and 6. The following applications were received:

NAME	POSITION
Emily Bell	Mayor's alternate
Heath Champagne	Mayor's alternate

ATTACHMENTS:

Description Type

Emily Bell ApplicationHeath ChampagneBackup Material

CITY OF BAKERSFIELD

DEC 0 9 2020

SUBMIT TO:

CITY CLERK'S OFFICE

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

CLERK'S OFFICE USE ONLY:

CITY RESIDENT: (YES)

NO

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

CITY OF BAKERSFIELD YOUTH COMMISSION APPLICATION FOR APPOINTMENT

1.	Student Name:	Emily		Elizabeth		Bel	1
		First		Middle		Las	†
2.	Parent/Guardiar	n Name:	Bryan	Wes	sley		Bell
۷.	Talem, Coardia		First	Mid	dle		Last
3.	Gender (Male/Fo	emale):l	Female				
4.	High School:	Bakersfield	High Scho	ool			
	School Address:	1241 G	St.				
	Bakersfield		Kern	CA			93304
	City	C	County	State	9		Zip
	Grade Level:	10			GPA:	4.5	
5.	Occupation (if o	ipplicable):	n/a				
	Company:	n/a				×	
	Hours per Week:	_n/a					
	Address:n	/a					
	City	C	County	State	9		Zip
Please	note: You may	be eligible to	o serve in s	everal differen	t positions	s. Please ir	ndicate which ward
and p	ositions you are n	nost intereste	ed in serving	g in order of pre	ererence:		
	Mayor						ease circle one)
Ward:				Regular/Al			lease circle one)
Ward:							lease circle one) lease circle one)
Ward:				Reduiar/Al	ielliale M	ICHIDE ID	ECISE CITCLE OFFE

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

- 6. How did you hear about the Youth Commission?
- Why would you like to become a Youth Commissioner?
- 8. What specific youth or community issues would you like to see addressed by the Youth Commission? Do you have any ideas on how the community should address those issues?
- 9. The Youth Commission requires a time commitment from each student. Please list all other commitments you have during the school year (e.g., job, clubs, and sports) and in what ways are you prepared to dedicate time to meet the Commission's goals? Your extracurricular activities will not disqualify your application.
- In order to have a valuable experience on the Youth Commission, it is important to have the support from a teacher or school administrator from your current high school. This person shall serve in a mentorship role throughout your term on the Youth Commission. Please identify who will serve as your mentor (i.e., name and job title) and provide their contact information (i.e., phone number and email address). Also, please be advised that your mentor must sign the application and submit a letter of recommendation.

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

Authorization and Release

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

Signature of School Representative	<u> 12-6-20</u> Date
Signature of Applicant's Parent/Guardian	<u>12/05/2020</u> Date
Signature of Applicant	12/05/2020 Date

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

phicam comac a	illom indirecti		
Date of Birth:	06/01/2005		
Home Address:	7100 Altaville Ln.		
Bakersfield	Kern	CA	93309
City	County	State	Zip
Home Phone (_	661 703-7924	Cell Phone	(661) 205-2554
Email Address: _	me@emilybell.net		
ecommender Con	tact Information		
Name:	Tiffani		Alvidrez
	First	Middle	Last
Title: Head	l Counselor		
Organization: B	akersfield High School		
Relationship to s	tudent: Counselor		
E-mail: Tiffa	ni_Alvidrez@kernhigh.o	org	
Day Phone: (6	51)750-7886		

Youth Commission Application

- 6. I heard about the Youth Commission through my school counselor.
- I would like to become a youth commissioner because I want to be able to amplify the voices
 of young people and help out my community.
- 8. I would like to see some more environmental changes within our community. One idea I have to achieve this is a recycling initiative that gets more people to recycle by allowing them to see a result from their efforts. This could be done by creating some type of structure made out of the recycling materials (benches, statues, etc.) that people could enjoy and use. Some more things that could be done would be to create more park cleaning events and planting more trees in Bakersfield.
- 9. Some activities I am involved in include; Cross Country, Swim, Student Council, Orchestra, Science Fair, Society of Women's Engineers, Ecology Club, and French Honor Society. While I participate in many activities, I am prepared to dedicate time to all meetings, volunteer opportunities, and be an overall active member of the youth commission.
- 10. My School Counselor, Tiffani Alvidrez, will serve as my mentor. Email:

Tiffani Alvidrez@kernhigh.org. Phone number: (661) 750-7886



BAKERSFIELD HIGH SCHOOL

1241 °G° STREET BAKERSFIELD, CALIFORNIA 93301-5173

(661) 324-9841 FAX (661) 324-3401 http://bakersfield.kemhigh.org

BEN SHERLEY, Ed.D., PRINCIPAL

"A California Distinguished School"

KERN HIGH SCHOOL DISTRICT BOARD OF TRUSTEES

> J. Bryan Batey Joey O'Connell Jeff Flores Cynthia Brakeman Janice Graves

SUPERINTENDENT

Bryon J. Schaefer, Ed.D.

Re: Emily Bell

To Whom It May Concern:

It is my immense honor to recommend Emily Bell for your consideration with regards to the position of Youth Commissioner- Mayor's alternate. If given the opportunity, Emily will undoubtedly show you why she is the best possible candidate. The first words that come to mind about Emily are intelligent, responsible, personable, creative, humorous, diligent, and a leader. Even though I have known her for less than two years, she has made a lasting impression on me.

Emily came to us as a freshman who was eager to dive in and do it all. She has participated in more than one sport, student council, Project Lead the Way, our music program, French Club, Ecology Club and she is the secretary for our Society of Women Engineers. I have yet to witness any negative reactions to stress from her. Despite the fact that we are experiencing extremely trying times, Emily has never complained and always has a smile on her face. She was one of the first students who came to mind for me when we needed to recommend Hugh O'Brian Youth Leadership (HOBY) candidates for this coming summer. She wowed the interviewing committee with not only her obvious intelligence but her ability to engage professionally and with just the right amount of humor. She didn't seem intimidated at all. I am in awe by how easily she approaches tasks and events that even adults would be nervous to endure.

One of the most interesting things that I have found about Emily is her passion for learning and her desire to eventually become an astrophysicist. She will excitedly tell you all about how she was fascinated watching an episode of Nova when she was younger and how she would talk endlessly to anyone who would listen about space and black holes. I have yet to meet another student who solidly knows exactly what they want to do for a career and who will work tirelessly to achieve that goal. And as mentioned above, she is approachable and engaging. We relied on her to give a tour last year (pre-COVID) of the campus and programs to a group of prospective incoming freshmen. Her friendly disposition seemed to set the nervous group at ease.

I enthusiastically recommend Emily for a Youth Commissioner position. She will not only take her role seriously, but she will perform her responsibilities with perfection. She is civic-minded and has some great ideas to help improve our community. She is a gem! Please feel free to contact me at tiffani-alvidrez@kernhigh.org if you have any further questions.

Sincerely,

Tiffant Alvidrez, MS, PPS

Head Counselor

Bakersfield High School

Kern High School District

SUBM	ит то:	20 JUL 30 P	M ₁ 4:-11	
	City Clerk City_clerk@bakersfieldcity.u 1600 Truxtun Avenue Bakersfield, CA 93301 (661) 326-3767 Phone No. (661) 323-3780 Fax No.	BAKERSFIELD C	CLERK'S OFFI CLERK CITY RESIDEN RESIDENCE W	
	YOUTH COMN	CITY OF BAKERSFI		AENT
1.	Student Name: Heath	Alan En	riquez	Champagne
2.	Parent/Guardian Name: b A	M. A	lan Middle	Champagne
3.	Gender (Male/Female):	lale		
4.	High School: Foothill P	righ Johnol		
	Bakusfield, Ker		A State GPA:	93306 Zip 4.5
5.	Occupation (if applicable):	Student		
	Company: Hours per Week: Address:			
	City Cor	unty S	State	Zip
	e note: You may be eligible to s			<u>lease indicate which wards</u>
Ward Ward Ward Ward	: 3 : 3 : L	Regula Regula Regula	ar/Alternate Men ar/Alternate Men ar/Alternate Men	nber (please circle one) nber (please circle one) nber (please circle one) nber (please circle one)

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

- 6. How did you hear about the Youth Commission?
- 7. Why would you like to become a Youth Commissioner?
- 8. What specific youth or community issues would you like to see addressed by the Youth Commission? Do you have any ideas on how the community should address those issues?
- 9. The Youth Commission requires a time commitment from each student. Please list all other commitments you have during the school year (e.g., job, clubs, and sports) and in what ways are you prepared to dedicate time to meet the Commission's goals? Your extracurricular activities will not disqualify your application.
- 10. In order to have a valuable experience on the Youth Commission, it is important to have the support from a teacher or school administrator from your current high school. This person shall serve in a mentorship role throughout your term on the Youth Commission. Please identify who will serve as your mentor (i.e., name and job title) and provide their contact information (i.e., phone number and email address). Also, please be advised that your mentor must sign the application and submit a letter of recommendation.

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

Authorization and Release

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

Signature of School Representative

Date

July 26, 2020

Date

July 26, 2020

Date

Signature of Applicant's Parent/Guardian

July 26, 2020

Date

Date

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

Applicant Contact Information				
Date of Birth: 12/13/2003				
Home Address: 15615 Via Bass	ano Dr.			
bakusfield Kern	CA 93306	, 0		
City County	State Zip			
Home Phone (<u>661</u>) 872-4444	Cell Phone (<u>661</u>) <u>374-</u>	7176		
Email Address: Heathachampagne	2 amail.com			
	3			
Recommender Contact Information	,			
Name: <u>Jennifer</u> 1	J West			
First	Middle Last			
Title: Flatinties Director		_		
Organization: FOOTHLE HIGH Sc	HOOL			
Home Address: 15615 Via Bassano Dr. Bakus field Kern A 93306 City County State Zip Home Phone (661) 872-4444 Cell Phone (661) 374-9176 Email Address: Heathachampagne agnail com Recommender Contact Information Name: Jennifer N West First Middle Last Title: Activities Director Organization: FOOTHLE HIGH SCHOOL Relationship to student: ASB Advisor Studentescher Status E-mail: Jennifer Weste Kernhigh Org				
Day Phone: (0101-366-4491	, <u> </u>			

The Land		. ~ .			ofelië Kollesk	
Student Name Champagne, Heath A.		Kern High School District Foothill High School		Unofficial High School Foothill High School		
1 1 7 1111 17 11 11 11 11 11	State ID 6196631449	Grd Gen	1 1 1.21	anscript (High School)		23, 2020 ill.kernhigh.org
Date Of Birth 12/13/2003	Phone 661-3	34-2943	Enter Date 08/15/2018	Leave Date	Phone 661-366-4491	Fax 661-363-6223
Home Address 15615 Via Bassan Bakersfield, CA 9	7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7		1 : :-	ss of 2022	School Address 501 Park Dr Bakersfield, CA 93	306-6017

C ID	Course Title Ma	ark Cred Att/Cmp	Crs ID	Course	Title	Mark	Cro	Att/Cmp
Crs ID	Foothill High School		Crs ID .		hill High		Crec	Atvemp
Yr: 2017	Term: SS1		Yr: 2019		Term: S			10
7268	HEALTH EDUC	A 5.00 / 5.00	3414		STRY HP	A		.00 / 5.00
Cred Att: 5.0		GPA: 4.00	3966	SPANIS		Ā		.00 / 5.00
1 1 2 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Foothill High Schoo		6822		NG/CAD	A		.00 / 5.00
Yr: 2018	Term: SS1	Grade: 09	Cred Att: 30.		Cred Cmp:			4.50
4301	PE10/CORE	A 5.00 / 5.00		Foot	hill High	School	1.1	
Cred Att: 5.00		GPA: 4.00 ··	Yr: 2019		Term: S	2	Grade:	10
1 X 8 1541.	Foothill High Schoo	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	0205	ENG 10	GP	Р	5	.00 / 5.00
Yr: 2018	Term: SS2	Grade: 09	1226	WLD HI	ST AP	P	5	.00 7-5.00
4301	PE10/CORE	A 5.00 / 5.00	2413	ALG/AD	V H P	. Р	. 5	.00 / 5.00
: Cred Att: 5.0		GPA: 4.00	3414	CHEMIS	STRY HP	Р	5	.00 / 5:00
311	Foothill High Schoo		3966	SPANIS	H2P ::	Р	5	.00 / 5.00
Yr: 2018	Term: S1	Grade: 09	6822		NG/CAD	P		.00 7 5.00
0005	ENG 9 G P	A 5.00 / 5.00	Cred Att: 30.				GPA:	
2212	GEOM 10 GP	A 5.00 / 5.00	Graduatio		jemens	: Crec	it Sumn	iary .
3205	BIOLOGY G P.	A 5.00 / 5.00	Subject Area		Regid	Comp	WIP	Needec
3866	SPANISH 1 P		English		40.00	20.00		20.00
4201	PE 9/CORE	:A : 5.00./ 5.00	Math :		20.00	10.00	- :	10.00
6721	DRAFTING 1	A : 5.00: / 5.00	Algebra ·		10.00	10.00		. :.
Cred Att: 30.0	00 Cred Cmp: 30.00	GPA: 4.00.	Earth/Physical	/Chemist		10.00	. : :	: '
	Foothill High Schoo	al 👵 🚉 📜	Life Science/B	iology	10.00	10.00		· .
Yr. 2018	Term: S2	Grade: 09	Health		5.00	5.00		ŀ
0005	ENG 9 G P	A 5.00 / 5.00	Wrld Hst/Geog			10.00	٠,	
2212	GEOM 10 GP	A 5.00 / 5.00	U.S. History/G			0.00	: : :	10.00
. 3205	BIOLOGY G P	A 5.00 / 5.00	American Gov	t/Civics	5.00	0.00	:	5.00
3866	SPANISH 1 P	A 5.00 / 5.00	Economics		5.00	0.00		5.00
4201	PE 9/CORE	A 5.00 / 5.00	Foreign Langu		10.00	10.00		
6721	DRAFTING 1	A 5.00 / 5.00	Physical Educa	ation	20.00	20.00		05.00
Cred Att: 30.0			Electives		65.00	30.00	0.00	35.00
	Foothill High Schoo		TOTALS	1.1	220.00	135.00	· 0.00	85.00
Yr: 2019	Term: S1			- A	chievem	1	12 :	
0205	ENG 10 G P		Name		, 4° 12			ı Yr
	WLD HIST AP		ASB Office Hel	d .		12/05/20		2019
2413	ALG/ADV H P	A 5.00 / 5.00	CSF			12/20/20	019	2019
	Contir	nued on next column		1111	•			. '

				: ::						: :	1 217 112 22
. :		GPA SU	MMARY	:		. : <u>N</u> C	OTES .			: .:	
	10-12 WT/NPE 10-12 WT/NPE		9-12 WT (All Sub)	4.188	A = Audit Class		: : : : : : : : : : : : : : : : : : : :	٠	:		\$ 1.00 Section 1
٠			Cal Grant	4.00			:	· .		4	
	. :								:		in Sal
٠	Enter Date 08/15/2018	:			·	:: :: ::		i :::		THE STATE OF THE S	
1		: · .	Graduation Date			•					
:	 	Class	of 2022	:	: ::::::::::::::::::::::::::::::::::::						Y,

How did you hear about the Youth Commission?

I heard of the Youth Commission from my Dad and sister.

Why would you like to become a Youth Commissioner?

I have been fortunate in the fact that my community has been goodl to me and my family, and I would like to give back and invest my time and energy in my own city. I am already heavily involved with student government in school and have been interning with Councilman Andrae Gonzales on the Children First Campaign this summer, and I believe that this could be another long term way to give back to my community. Additionally, I would like to be able to also give input and be a part of the decision making process.

In what ways are you prepared to dedicate time to meet the Commission's goals?

I am currently a part of a Math Club and the Computer Design Engineering Club. I am also involved in Student Government and play tennis during the spring season. Since there might be a chance that I cannot participate in these activities this school year, I am prepared to dedicate as much time as needed to meet the Commission's goals.

Who will serve as your Mentor?

My mentor will be Jennifer West, Activities Director. She can be contacted at (661) 366-4491 and jennifer_west@kernhigh.org

From the desk of: Jennifer West

Foothill High School

501 Park Drive, Bakersfield, Ca 93306

Director of Activities / Colorguard Advisor / Cheer Director and Coach

To: Bakersfield Youth Commission Applicant Review Committee

Re: Heath Champagne

It is my extreme pleasure to recommend Heath Champagne for a position on the Bakersfield Youth Commission. I am the Activities Director at Foothill High School and for the past 2 years Heath has been a member of the student body leaders at FHS and will be continuing as a class officer this upcoming school year. I first met Heath in August of 2018 when he picked up an application to run for Freshman Class Council. Upon meeting him it was clear that he was motivated and driven but what I also quickly learned is that he has a true passion to serve others in his community; when he was elected sophomore class treasurer he was in a position to share that passion with his teammates. I am confident he will continue to lead his colleagues in that direction as he serves as junior class treasurer during this unique school year. The students who work with Heath know they can always rely on him to be at our events with enthusiasm, to pull his own weight when planning events, and more importantly, he brings fresh ideas to the team.

Heath Champagne is the kind of student who teachers know they can not only rely on to be a good example and a hard worker, but he is also the kind of kid who notices when someone else in his class, group, or school is falling behind or feeling left out and makes sure that if he can't help them, he brings it to the attention of someone who can. Heath and a few of his officer teammates constantly make sure that the student leaders of our campus do not forget that they represent the entire student body and not just their friend group, a quality that is not common among all student body government members in our high schools today. He ensures that the invisible students are thought of when we are planning activities and he works to get those kids who are on the fringe of campus involved and made to feel that they are a part of our school. He also has fresh ideas about ways in which the students at our school can get involved in our community and demonstrates a firm understanding that compassion for others as well as volunteering time to help others is an important part of being a member of the community.

I am excited that Heath is applying for a chance to work with our city government and I know that he would be an excellent addition to your program. He is reliable, honest, trustworthy, dedicated, and bright. If you select Heath to represent our ward in the city government, you will not be disappointed and those that get to work with him will definitely get to see the qualities I have highlighted in this letter, and much more.

Please feel free to contact me if there are any follow up questions. My school email is below and most days, even though the actual school year doesn't start for another 2 weeks, I can be reached at Foothill High School (366-4491). Thank you for the continued effort to immerse our youth in opportunities to learn about city government as well as letting their voice be heard and recognized.

Jennifer West

jennifer west@kernhigh.org



ADMINISTRATIVE REPORT

MEETING DATE: 1/6/2021 Appointments 7. h.

TO: Honorable Mayor and City Council

FROM: Julie Drimakis, City Clerk

DATE: 12/23/2020

WARD:

SUBJECT: One appointment to the Golden Empire Transit District Board (term to

expire January 6, 2025) due to the expiration of term of Carlos Bello,

whose term expires January 6, 2021.

STAFF RECOMMENDATION:

Staff recommends Council determination.

BACKGROUND:

An appointment to the Golden Empire Transit District Board due to the expiration of term of Carlos Bello, whose term expired January 6, 2021. The term of this appointment will expire on January 6, 2025.

Two applications were received from:

- 1. Carlos Bello Incumbent
- 2. Austen C Hibler

The Golden Empire Transit District Board supervises and regulates transit facilities owned, operated or controlled by the district, including establishment of rates, rentals, charges and classifications, enforcement of regulations, contracts, practices and schedules. City representatives are nominated and appointed by the full Council and must be residents of the City of Bakersfield throughout their term.

Meetings are held the first and third Tuesdays of each month at 5:30 p.m. in the District Board Room at 1830 Golden State Avenue.

ATTACHMENTS:

Description Type

Carlos Bello ApplicationAusten HiblerBackup MaterialBackup Material

20 DEC 10 PM 4: 3 CLERK'S OFFICE USE ONLY:

SUBMIT TO:

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

CITY OF BAKERSFIELD APPLICATION FOR APPOINTMENT

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

Mr. Mrs.	Carlos	A		Bello		
Ms.	First	Middle		Last		
⊥ Residence ad:	dress: 2329	19th Street	-			
Bakersfield	Kern		CA	93301		
City	Count	Y	State	Zip		
Phone (661	448-7759	*1+ 		on address (A-GARCAS), et al. 194-17		
	ght: (List în o					
I) Golden	Empire Transit	District Board	l, City of Bal	tersfield Representative		
2)			normal and the second s	the FT at 2004 and the State of		
3)		-	entre en	aran eran eran eran eran eran eran eran		
4}	glejek, generalan azamad ji jepingolejek a sakkaronomen melekki.			APPENSOR With a course parameter and a boundary and a secondary and a secondar		
Business Title o	Business Title or Occupation: Senior Member Health Educator					
Company:	y. Kern Health Systems					
•	2800 Buck Owe		•	•		
Bakersfield	Kern		CA	93308		
City	Cou	nty	State	Zip		
Phone (661) 664-5079	nome v stoana suo nosmanii vilaimus Polisia	M·h			
Education - List	Education - List schools attended and/or graduated/degree(s):					
	ol of Public Heal	•				
University of	Southern Califo	rnia, Major ir	Biology and	l Creative Writing, Mino		
Psychology		namen and an arrangement of a same and an arrangement of the control of the same and a s	ayaya sagaray saya sa waxa waxayaya sa waxa sa waxa	anta na salama mata arang mpi manayay amin mangut yaya ta <mark>nang manama na</mark> pipenganga n manabana		

ć.	Other Special Training or Experience: <u>Children First Campaign Board of Director</u> disadvantaged children and families in Ea	
	Asthma Coalition of Kern County, variou	s officer roles, 2013 - Present
7.	Certified Health Education Specialist, 201 Previous and present governmental and civid	2 - present c experience, indicate when, position and dutie
	Golden Empire Transit (GET) District Boa - Present	rd, City of Bakersfield Representative, 2017
8.	I am passionate about equitable access to the planned public transit system can help a consystem helps create a vibrate community be and different parts of town and cultural second investors. It promotes diversity. Public clean air vehicles. It also addresses social deprevent disadvantaged communities from	ransportation. I believe that a well- ommunity thrive. A good transportation y connecting people to the local economy enes. It creates jobs. It attracts employers transit improves air quality by using isparities and distance barriers that can
9.	Do you have any interests or associations which please explain:	ch mìght present a conflict of interest? If yes,
	e attach your resume, and any additional informati wing your qualifications.	on or statements which you feel would be helpful
	AUTHORIZATION /	AND RELEASE
	erstand that in connection with this application for a e available to the general public upon request.	ppointment, the information contained herein will b
	OL Well	12/9/2020

INFORMATION FOR CITY ROSTER AND INTERNET

Please provide the	City Clerk's Offic	ce with the following information:	
NAME: C	Carlos A Bello		
ADDRESS: 2	329 19th Street, E	Bakersfield, CA 93301	
PHONE NUMBERS:	HOME: AND/OR	661-448-7759	
	WORK:	•	
	E-MAIL AL	DDRESS <u>carlbello@yahoo.com</u>	
	AUTHO	DRIZATION AND RELEASE	
If appointed, this i Officials, Commissi the City's Internet s	ons/Committee	be printed in the Roster of Councilmembers and is. In addition, this information will be provided on ersfieldcity.us.	
I understand that is contained herein v	n connection w vill be made ave	ith this application for appointment, the information allable to the general public upon request.	
ULUBELL 12/9/2020			
Signature of Applicant		Date	

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

Vn8di&Comm\MISC\Application 2010.docx

Additional Golden Empire Transit (GET) District Board Application Statement:

Dear Honorable Bakersfield City Councilmembers,

I would like to start by thanking you all for considering my application for another term on the GET Board as a City of Bakersfield representative. It has been a pleasure and an honor to serve on the GET Board and advocate for the interest and needs of Bakersfield residents. It has been absolutely worthwhile for me to be on the board during unprecedented challenges and innovation at GET.

I think you should consider me for a second term because of my active involvement with GET and the public transit experience and knowledge gained during my first term. My commitment to addressing the public transit needs of the community is also a compelling reason. The successes and innovative developments of GET during my term are also worth considering.

Active involvement in GET is necessary to be an effective board director. I have demonstrated this in the following examples:

- Attending almost every GET Board and committee meeting.
- I have also shown my support for GET and community stakeholders by attending employee wellness events, food distribution events co-organized by GET, press conferences on new GET infrastructure (such as bus stop shelters and sidewalk improvements), and so on.
- My active involvement in GET has also included attendance at important national and state public transit association conferences where I have learned about important public transit trends and innovation.

Commitment to the needs of community stakeholders is another essential characteristic of a GET board director. Here are examples:

- I have been responsive to the concerns and requests of City Councilmembers, GET staff, GET customers, the Medi-Cal population I serve, and other community stakeholders.
- I keep track of all GET related concerns, requests, and suggestions shared with me. They
 have covered various topics, such as more bus shelters in disadvantaged or underserved
 communities, more bus accessibility for persons with disabilities, on demand public
 transit service, more frequent bus stops, improvements in customer service, bike share,
 new types of Downtown service, and so on.
- I share community concerns and suggestions with GET leadership. Some of these needs are already being addressed. Others may require more time and planning. But I don't

- overlook any community concerns that I think would meet community public transit needs.
- I work directly with the low-income and disadvantaged people through my job at Kern Health Systems, my leadership role in the Asthma Coalition of Kern County, and my community service role with Children First Campaign. This has allowed me to understand the needs of transit depend populations. My role in the Asthma Coalition has helped me understand how public transit can improve air quality and promote asthma management.
- I am passionate about equitable access to transportation. I believe that a well-planned public transit system can help a community thrive. A good transportation system helps create a vibrate community by connecting people to the local economy and different neighborhoods and cultural scenes. It creates jobs. It attracts employers and investors. It also improves air quality since public transit vehicles are clean air vehicles. It promotes diversity. It also addresses social disparities and distance barriers that can prevent disadvantaged communities from benefiting from economic growth.

My support for recent strategic changes and developments at GET is another reason to consider me for another term. I have been supportive of some promising success stories and accomplishments that will help meet community public transit needs. Here are some highlights:

- The recent launch of RYDE, GET's new and growing microtransit service
- The recent launch of a high revenue generating nonemergency medical transportation service partnership
- Completion of the new CSUB transit center
- Transit App, a new, easy to use bus trip planning app
- Plans to build a new bus yard and administrative center that
- GET has repeatedly received the Government Finance Officers Association Certificate of Achievement for Excellence in Financial Report Program.
- GET's fare box recovery ratio surpassed the minimum level mandated by the state this
 past fiscal year.
- Despite declines in ridership among all forms of public transit during the pandemic, GET secured over \$23 million in CARES Act funding to provide financial relief.
- Securing Valley Air District grants for free rides on days with bad air quality
- GET COVID-19 prevention and safety campaign oriented towards staff and the community
- No COVID-19 cases have been traced to the GET workplace, so far.

After evaluating my application, I hope that you reach the conclusion that I am the best fit for the position among all applicants. Feel free to contact me if you have any questions or comments. I would be happy to try to address them.

Best regards,

Carlos Bello
GET Board Director, City of Bakersfield Representative

SUBMIT TO:

CLERK'S OFFICE USE ONLY:

CITY OF BAKERSFIELD

RESIDENT: (ES) NO

WARD NO. 1 2 3 4 5 6 7

CITY OF BAKERSFIELD APPLICATION FOR APPOINTMENT

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

Mr. Austen C			· 1			
Residence address:	Middle Marringt 009		äst			
Residence address: <u>4</u> Bakersfield	Kern	CA	93309			
City	County	State	Zip			
Phone (661) 496	5-8427					
Position(s) sought:	(List in order of prefe	rence)				
Golden Em	pire Transit [District - Board	d Member			
Planning C	ommission -	Board Membe	er			
Keep Bakers	sfield Beautiful	Committee - B	oard Member			
	Departments Civil S	Service Board - Boa	ird Member			
Business Title or Occup	Project E	Engineer				
Company: Grimn	nway Farms					
Address: 12020						
Arvin	Kern	CA	93309			
City	County	State	Zip			
Phone (661) 854	1-6240					
· ·	Education - List schools attended and/or graduated/degree(s):					
Cal Poly San L	uis Obispo - B	S Mechanical	Engineering			
CSUB - MA	Education					

MIT Micromasters in Finance (in progress)
Previous and present governmental and civic experience. Indicate when, position and duties: I have no previous governmental or divic experience but I hope this will be my first! However I do have experience with continuous improvement. This will help me add value on whichever committee I serve especially if the city ever implements a program similar to LaunchKern.
Please explain why you wish to serve on a Board/Commission for the City of Bakersfield: I feel that I may be able to offer a fresh perspecitve - being a young member of the community. Additionally I recently became a father and hope to be a positive role model for my son.
Do you have any interests or associations which might present a conflict of interest? If yes, please explain: No.
attach your resume, and any additional information or statements which you feel would be helpful in ing your qualifications. AUTHORIZATION AND RELEASE

Date

Signature of Applicant

INFORMATION FOR CITY ROSTER AND INTERNET

Please prov	vide the City CI	erk's Office with the following information:
Austen Hibler		
ADDRESS:	2600 Ba	rington St #30
	Bakersfie	eld, CA 93309
PHONE NUMBERS:		OME: (661) 496-8427 IND/OR VORK:
		AUTHORIZATION AND RELEASE
Officials, C	commissions/Commissions/Commissions/Commissions/Commissions/Commissions/Commissions/Commissions/Commissions/Co	ation will be printed in the Roster of Councilmembers and ommittees. In addition, this information will be provided on www.bakersfieldcity.us.
I understar contained	nd that in conn herein will be r	ection with this application for appointment, the information nade available to the general public upon request.
Company)	12/8/2020 Date
signature of	of Applicant	Dale

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

Austen Hibler

2600 Barrington Street #30, Bakersfield, CA 93309 | 661-496-8427 austenhibler@gmail.com | www.linkedin.com/in/austenhibler

Education

California Polytechnic State University, San Luis Obispo
Bachelor of Science, Mechanical Engineering – December 2014
California State University, Bakersfield
Master of Arts, Education – August 2016

Employment

Grimmway Farms (Feb 2020 - present)

Project Engineer | Responsibilities:

- Using Specright to track and manage multiple projects and service orders
- Completing budgets and project timelines for production and other customers
- Managing contractors and vendors to ensure the successful and timely installation of equipment
- Using Autodesk AutoCAD to draw process flow diagrams and process & instrumentation diagrams

Wonderful Pistachios & Almonds (Feb 2017 - Feb 2020)

Process Engineer | Responsibilities:

- Managing packaging floor with eleven packaging lines and up to a hundred nonexempt employees
- Creating and auditing quality checks including bag seals, metal checks, underweight bags, etc.
- Ensuring employees are practicing GMP policies and performing their duties safely and effectively
- Using MS Excel to track orders and scheduling adherence of packaging lines

Project Experience

WP&A Waste Reduction - Overweight Pistachio Bags (June 2018 - Feb 2020)

- Objective: identify the amount of product giveaway to customers, implement solutions to reduce giveaway, and use data to evaluate success of implemented solutions
- Major contributions: implemented a new process for QCs on the floor to sample bag weights each hour, input data into Excel, and used statistical analysis to identify daily giveaway on each line
- Results: daily giveaway amounts to losses in the five-digit range, project is still ongoing but next steps include recalibrating scales, reducing the bags per minute on packaging lines by up to 15% as scheduling allows, designing an inverted cone to help control product flow to the scales, etc.

WP&A Capital Project - Laitram Preheater Installation & Validation (Dec. 2017 - June 2018)

- Objective: install and justify purchase of preheater for P1 Roasting
- Major contributions: designed and oversaw installation of cablevey runs, framework, decking, chutes, and miscellaneous equipment (brine drum, swing arm conveyor, etc.) and coordinated with four departments to execute multiple validation tests using kernels and laboratory samples
- Results: justified to senior staff the purchase of the preheater at nearly two million dollars

<u>Skills</u>

Software

- Microsoft Suite
- Autodesk Inventor
- Autodesk AutoCAD
- Smartsheets
- Python

Technical

- Casting
- Welding
- Lathe
- Mill
- Soldering

Soft

- Pragmatism
- Integrity
- Collaboration
- Conflict Resolution
- Flexibility



Minutes

ADMINISTRATIVE REPORT

MEETING DATE:	1/6/2021	Consent – Minutes a.	
TO:	Honorable Mayor and City Council		
FROM:	Julie Drimakis, City Clerk		
DATE:	11/23/2020		
WARD:			
SUBJECT:	Approval of minutes of the December 16, 2020, Regular City Council Meetings.		
STAFF RECOMMEN	NDATION:		
BACKGROUND:			
ATTACHMENTS:			
Description		Туре	

Backup Material



BAKERSFIELD CITY COUNCIL MINUTES MEETING OF DECEMBER 16, 2020

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

REGULAR MEETING - 5:15 PM

1. ROLL CALL

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

Gonzales, Weir, Smith (participated by telephone), Freeman,

Sullivan

Absent: None

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.**
- 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 **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.

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

None.

3. INSTALLATION CEREMONY

Invocation by Dr. David Goh, Senior Pastor, The Garden.

Presentation of Colors by the Bakersfield Police Department and the Bakersfield Fire Department.

Pledge of Allegiance by Jessica Chavez.

a. 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.)

RES 192-2020

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

City Clerk Drimakis administered the Oath of Office to Eric Arias, Andrae Gonzales, and Bruce Freeman.

Benediction by Dr. David Goh, Senior Pastor, The Garden.

Mayor Goh recessed the meeting at 6:19 p.m. and reconvened the meeting at 6:29 p.m.

4. ROLL CALL

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

Gonzales, Weir, Smith (participated by telephone), Freeman

Absent: Gray

5. PUBLIC STATEMENTS

- a. Kern River Fun emailed comments expressing concern with the City's efforts to protect victims of identity theft, domestic violence, victims, and the confidentiality of addresses.
- b. Raymond Acebedo left voicemail comments regarding illegal dumping along South Oswell Street.
- c. MT Merickel and Angela left voicemail comments in support of backyard hens.
- d. The following individuals emailed comments in support of backyard hens: MT Merickel; Jennifer Clayton; Tiffany Rosales; and Kirk Boland.

6. PRESENTATIONS

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

Mayor Goh and City Manager Clegg made comments and presented a retirement plaque, certificate of recognition, and the Mayor's medal.

Recreation and Parks Director Hoover made staff comments.

7. WORKSHOPS

None.

8. NEW BUSINESS

a. Election of Vice-Mayor.(To be determined by Council.)

CONTINUED TO NEXT MEETING

Motion by Vice-Mayor Parlier to continue the election of Vice-Mayor until the next Council meeting. Motion passed with Councilmember Gray absent.

9. APPOINTMENTS

None.

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.

RES 193-2020

d. Resolution to Authorize Sale of Surplus desktop computers to Mercy House, a non-profit organization for one dollar (\$1.00).

RES 194-2020

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)

RES 195-2020

f. Resolution authorizing the Recreation and Parks Director to apply for the State Department of Parks and Recreation Per Capita Grant Program.

RES 196-2020

10. CONSENT CALENDAR continued

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.

RES 197-2020

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.

RES 198-2020

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.

RES 199-2020

- 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.

RES 200-2020

 Agreement with William Goforth, Jr. and Kimberly Goforth,
 732 Real Road, to pay the sewer connection fee through the Kern County Tax Collector.

AGR 2020-253

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.

RES 160-19(6)

I. Amendment No. 27 to Resolution No. 44-93 setting salaries and related benefits for the Temporary Unit.

RES 44-93(27)

- 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

RES 201-2020

2. Area 4-227 (119 L Street) – Ward 1

RES 202-2020

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

RES 203-2020

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

RES 204-2020

- 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:
 - ROI No. 2068 adding Area 4-228 (127 & 129 E. 8th Street) Ward 1

ROI 2068

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

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.

AGR 2020-254

p. Ventura County Community Development Corporation Agreement for 20-21 HOME Downpayment Assistance Program

AGR 2020-255

q. Agreement with Sierra Snow Surveys (not to exceed \$75,000 per year) to conduct snow surveying for the five (5) years term.

AGR 2020-256

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.

AGR 2020-257

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.

AGR 2020-258

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.

AGR 2020-259

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.

AGR 2020-260

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 Kern; Gurdeep Singh; and Does 1 through 50, Inclusive.

AGR 2020-261

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*.

AGR 2020-262

x. 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.

AGR 17-007(5)

y. 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.

AGR 17-202(3)

z. 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.

AGR 17-203(3)

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.

AGR 17-002(7)

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.

AGR 19-010(1)

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.

AGR 18-188(2)

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.

AGR 12-120(8)

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.

AGR 2020-263

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.

AGR 2020-264

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.
- ai. 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.
- aj. Fiscal Year 2019-2020 Annual Compliance Report for Planned Sewer 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:

am. Agreement with California Air Systems, Inc. (\$40,500), for the installation of kitchen hood system components at the Brundage Lane Navigation Center.

AGR 2020-265

an. Amendment No. 1 to Agreement No. 2020-225 Golden Empire Affordable Housing Inc. II (GEAHI II) Decatur Hotel Senior Housing.

AGR 2020-225(1)

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.

AGR 2020-006(1)

ap. Clean City Initiative - Agreement with California Highway Adoption (\$558,720) for litter and bulky waste abatement services.

AGR 2020-266

- aq. Accept bid from Lehr Auto Electric (\$76,145.63) for Panasonic laptop computers for the Police Department.
- ar. Accept bid from LC Action Police Supply (\$47,969.35) for duty gear for 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.

City Clerk Drimakis announced a staff memorandum was received for item 10.ap., transmitting a copy of the agreement signed by the Contractor; and an additional staff memorandum correcting the subject line was received regarding items 10.ah., 10.ai., and 10.ak.

Motion by Vice-Mayor Parlier to adopt Consent Calendar items 10.a. through 10.as. Motion passed with Councilmember Gray absent.

11. CONSENT CALENDAR PUBLIC HEARINGS

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

None.

12. HEARINGS

None.

13. REPORTS

None.

14. DEFERRED BUSINESS

a. CARES Act Funding Update.
 (Staff recommends receiving and filing the presentation.)

City Manager Clegg made staff comments and provided a PowerPoint presentation.

Motion by Vice-Mayor Parlier to receive and file the presentation. Motion passed with Councilmember Gray absent.

15. COUNCIL AND MAYOR STATEMENTS

the Council of the City of Bakersfield

Vice-Mayor Parlier wished everyone a Merry Christmas and a Happy New Year.

Councilmember Gonzales thanked everyone for their support tonight.

16. ADJOURNMENT

Mayor Goh adjourned the meeting, in honor of Marie "Mickey" Sturdivant, founder of MASK (Mothers Against Senseless Killing), and the Exodus House, at 6:48 p.m.

KAREN GOH
MAYOR of the City of Bakersfield

ATTEST:

JULIE DRIMAKIS, CMC
CITY CLERK and Ex Officio Clerk of



ADMINISTRATIVE REPORT

MEETING DATE: 1/6/2021 Consent – Payments b.

TO: Honorable Mayor and City Council

FROM: Randy McKeegan, Finance Director

DATE: 12/23/2020

WARD:

SUBJECT: Receive and file department payments from December 4, 2020, to

December 22, 2020, in the amount of \$18,110,233.06; Self Insurance payments from December 4, 2020, to December 22, 2020, in the

amount of \$661,713.65; totaling \$18,771,946.71.

STAFF RECOMMENDATION:

Staff recommends report be received and filed.

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 01-06-2021
 2-EAP Check Register Admin 01-06-2021
 Backup Material
 Backup Material

	Vendor			
Check Number	Number	Vendor Name	Check Date	Check Amount
716477	28	A C ELECTRIC COMPANY	Dec 10, 2020	10,276.56
716478	31440	ACE EYECARE INC	Dec 10, 2020	20,000.00
716479	15433	ADVANCE MOBILE SECURITY	Dec 10, 2020	270.72
716480	78	ADVANCED DISTRIBUTION CO	Dec 10, 2020	1,768.16
716481	31412	ADVANTAGE FIRE PROTECTION	Dec 10, 2020	5,000.00
716482		ALEMAN, KIMBERLY	Dec 10, 2020	60.38
716483		ALEXIS SAVEDRA DAYCARE	Dec 10, 2020	5,000.00
716484		ALL THAT LETTERING SIGN COMPNY	Dec 10, 2020	42.90
716485		ALLIANCE GRAPHICS & PRINTING	Dec 10, 2020	5,000.00
716486		ALLIED MEDICAL TRANSPORT LLC INC	Dec 10, 2020	10,000.00
716487		ALVAREZ, STEVE	Dec 10, 2020	160.00
716488		AMAYA, LILIAN R	Dec 10, 2020	151.50
716489		AMBRIZ, JUAN	Dec 10, 2020	160.00
716490		AMERICAN RED CROSS-HEALTH &	Dec 10, 2020	520.00
716491		ANIMAL CARE EQUIPMENT & SERVICES	Dec 10, 2020	2,837.93
716492		APEX GENERAL CONSTRUCTION	Dec 10, 2020	485.00
716493		ARLINGTON COMPUTER PRODUCTS	Dec 10, 2020	2,676.77
716494		ARMA COATINGS OF BAKERSFIELD	Dec 10, 2020	405.94
716495		ARMSTRONG FORENSIC LAB INC	Dec 10, 2020	35.00
716496		ARVIN EDISON WATER STORAGE DIS	Dec 10, 2020	2,500.00
716497		ASSUREHIRE INC	Dec 10, 2020	1,247.54
716498		ATS LLC	Dec 10, 2020	2,662.95
716499		AUBURN DENTAL CENTER INC	Dec 10, 2020	10,000.00
716500 716501		AVILA, JOSE ORNELAS BAKERSFIELD HARLEY DAVIDSON INC	Dec 10, 2020 Dec 10, 2020	160.00 125.91
716501		BAKERSFIELD HOMELESS CENTER	Dec 10, 2020 Dec 10, 2020	5,312.50
716502		BAKERSFIELD NETWORKS INC	Dec 10, 2020 Dec 10, 2020	10,000.00
716504		BAKERSFIELD RUBBER STAMP CO	Dec 10, 2020	21.40
71650 4 716505		BAKERSFIELD TOOL REPAIR	Dec 10, 2020	1,092.02
716506		BELMONT VENTURE INC	Dec 10, 2020	10,000.00
716507		BENCHMARK POLYGRAPH & TRUTH ASSESS	Dec 10, 2020	7,875.00
716508		BESSIE SIMONS-BROWN	Dec 10, 2020	5,000.00
716509		BIG BRAND TIRE & SERVICE	Dec 10, 2020	140.00
716510		BIG DENWEEDS FRIENDLY CATERING	Dec 10, 2020	5,000.00
716511		BIRCHFIELD PROFESSIONAL SERVICES IN	Dec 10, 2020	5,000.00
716512		BLACKHOLE TECHNOLOGIES INC	Dec 10, 2020	135.32
716513		BOBBI'S HALLMARK INC	Dec 10, 2020	15,000.00
716514		BRADLEY CHIROPRACTIC	Dec 10, 2020	5,000.00
716515		BRIGHT HOUSE NETWORKS	Dec 10, 2020	144.98
716516	16565	BTE COMMUNICATIONS	Dec 10, 2020	205.69
716517	31458	BUAYA BUSINESS ALLIANCE	Dec 10, 2020	5,000.00
716518	10267	BUDGET BOLT INC	Dec 10, 2020	311.17
716519	17972	CAL CUPA FORUM	Dec 10, 2020	2,250.00
716520	1694	CALIFORNIA WATER SERVICE	Dec 10, 2020	11,563.00
716521	24079	CANTU, EMILIO	Dec 10, 2020	160.00
716522	29025	CATER, JASON	Dec 10, 2020	450.00
716523	31464	CATHY'S CREATIONS INC	Dec 10, 2020	10,000.00
716524	24395	CERDA CONCRETE SERVICES	Dec 10, 2020	800.00
716525	31465	CHAD LOOK	Dec 10, 2020	5,000.00
716526	1888	CHAMPION HARDWARE	Dec 10, 2020	11,111.84
716527	31466	CHARLOTTE AT HAIR ASSOCIATES	Dec 10, 2020	5,000.00
716528	1924	CHESTER AVENUE BRAKE & SUPPLY	Dec 10, 2020	654.70
716529	19804	CHIANELLO, ART	Dec 10, 2020	99.00
716530		CHIAZ-TZE HWANG, DDS INC	Dec 10, 2020	5,000.00
716531	31422	CHINA MASSAGE	Dec 10, 2020	5,000.00

	Vendor			
Check Number	Number	Vendor Name	Check Date	Check Amount
716532	31454	CHINABISTRO EXPRESS INC	Dec 10, 2020	5,000.00
716533	29161	CLARK, RYAN	Dec 10, 2020	307.13
716534	2050	CLIFFORD & BROWN	Dec 10, 2020	763.07
716535	2050	CLIFFORD & BROWN	Dec 10, 2020	1,579.50
716536	2050	CLIFFORD & BROWN	Dec 10, 2020	2,145.00
716537		CLIFFORD & BROWN	Dec 10, 2020	7,780.50
716538		CLIFFORD & BROWN	Dec 10, 2020	331.50
716539		CLIFFORD & BROWN	Dec 10, 2020	3,666.00
716540		CLIFFORD & BROWN	Dec 10, 2020	3,109.00
716541		CLUB CABANA RESTAURANT &	Dec 10, 2020	5,000.00
716542		COTY, CORY	Dec 10, 2020	160.00
716543		CREAMISTY OF BAKERSFIELD	Dec 10, 2020	10,000.00
716544		CRITTERS WITHOUT LITTERS	Dec 10, 2020	1,560.00
716545		CROWN CASTLE USA INC	Dec 10, 2020	600.00
716546		CRUIZIN 4 CHARITY	Dec 10, 2020	586.00
716547		CULLIGAN WATER CONDITIONING	Dec 10, 2020	321.00
716548		CUMMINS PACIFIC LLC	Dec 10, 2020	552.59
716549		CYCLE GEAR INC	Dec 10, 2020	2,449.35
716550		MISCELLANEOUS TRUST VENDOR	Dec 10, 2020	15.00
716551		MISCELLANEOUS TRUST VENDOR	Dec 10, 2020	200.00
716552		DAVES FLEET MAINT & TOWING INC	Dec 10, 2020	148.00
716553		DAVID JANES COMPANY	Dec 10, 2020	139.15
716554		DENNIS STITT	Dec 10, 2020	5,000.00
716555		DEPARTMENT OF INDUSTRIAL RELATIONS	Dec 10, 2020	323,289.48
716556		DEWEY PEST CONTROL INC	Dec 10, 2020	638.00
716557		DL BROWN CONSTRUCTION INC	Dec 10, 2020	24,854.85
716558		DONNA WALLACE	Dec 10, 2020	5,000.00
716559		DOUGHLICIOUS LLC	Dec 10, 2020	20,000.00
716560		DRAEGER INC	Dec 10, 2020	383.11
716561		DRIMAKIS, JULIE	Dec 10, 2020	774.01
716562		DUDEK	Dec 10, 2020	6,589.73
716563		E J WARD INCORPORATED	Dec 10, 2020	5,889.58
716564	16511	EAN SERVICES LLC	Dec 10, 2020	2,393.13
716565		ECOLINE INDUSTRIAL SUPPLY	Dec 10, 2020	2,495.16
716566		EDWARDS, FRANK II	Dec 10, 2020	160.00
716567		EL PORTAL WEST MEXICAN	Dec 10, 2020	10,000.00
716568		ELBERT DISTRIBUTING	Dec 10, 2020	609.88
716569	31468	ELYTE INC	Dec 10, 2020	20,000.00
716570		EZ TAN	Dec 10, 2020	5,000.00
716571		FASTER	Dec 10, 2020	26,766.69
716572	20844	FERGUSON, PRAET & SHERMAN	Dec 10, 2020	200.00
716573	20844	FERGUSON, PRAET & SHERMAN	Dec 10, 2020	800.00
716574	30931	FERRUM PROCESS SYSTEM INC	Dec 10, 2020	59,145.78
716575	24606	FLOOD BAKERSFIELD MINISTRIES	Dec 10, 2020	933.98
716576	10037	MISCELLANEOUS TRUST VENDOR	Dec 10, 2020	86.00
716577	10037	MISCELLANEOUS TRUST VENDOR	Dec 10, 2020	200.00
716578	3120	FRED C GILBERT CO	Dec 10, 2020	1,181.04
716579	23923	FREY, JUSTIN	Dec 10, 2020	119.06
716580	31444	G & G BELLVEDERE INC	Dec 10, 2020	5,000.00
716581	23680	GALVAN, JOSEPH	Dec 10, 2020	136.38
716582	26305	GALVEZ, ARTURO	Dec 10, 2020	160.00
716583	308	GARDENERS SUPPLY INC	Dec 10, 2020	808.67
716584	27365	GARDNER, SHANE	Dec 10, 2020	95.00
716585	28064	GENERAL TREE SERVICE INC	Dec 10, 2020	16,185.00
716586	18722	GLOBALSTAR USA INC	Dec 10, 2020	93.04

	Vendor			
Check Number	Number	Vendor Name	Check Date	Check Amount
716587	3403	GOLDEN STATE PETERBILT	Dec 10, 2020	3,093.59
716588	31415	GOLDEN VALLEY AUTOS INC	Dec 10, 2020	5,000.00
716589	18203	GONZALES, JAVIER S	Dec 10, 2020	129.90
716590		GONZALEZ, LUIS	Dec 10, 2020	160.00
716591		GRAYBAR ELECTRIC COMPANY	Dec 10, 2020	264.73
716592		GREAT WESTERN RECREATION LLC	Dec 10, 2020	1,929.05
716593		GREGS PETROLEUM SERVICES INC	Dec 10, 2020	95.81
716594		GRIFFITH COMPANY INC	Dec 10, 2020	860,548.41
716595		GRIMES, JEREMY	Dec 10, 2020	1,410.00
716596		GROUNDS, RODNEY W	Dec 10, 2020	160.00
716597		GROUP DELTA CONSULTANTS INC	Dec 10, 2020	4,961.26
716598		H & S BODY WORKS & TOWING	Dec 10, 2020	37.00
716599		HACHLOV	Dec 10, 2020	2,001.90
716600		HARBOR FREIGHT TOOLS	Dec 10, 2020	39.99
716601		HERNANDEZ, JAMES	Dec 10, 2020	5,000.00
716602		HERNANDEZ, JOSE	Dec 10, 2020	160.00
716603		HF & H CONSULTANTS LLC	Dec 10, 2020	10,371.00
716604		HILL FARRER & BURRILL LLP	Dec 10, 2020	4,585.95
716605		HOGAN, ALEX	Dec 10, 2020	130.00
716606		HOPE STITT	Dec 10, 2020	5,000.00
716607		HUB CONSTRUCTION SPECIALTIES INC	Dec 10, 2020	10.84
716608		INSTITUTO HISPANO AMERICANO INC	Dec 10, 2020	5,000.00
716609		ISAIAS RUIZ INS AGENCY	Dec 10, 2020	5,000.00
716610		IT MANAGEMENT SERVICES	Dec 10, 2020	5,000.00
716611		IVAN PATINA DBA GOLDEN SAFETY	Dec 10, 2020	5,000.00
716612		JIMENEZ, MARIO	Dec 10, 2020	160.00
716613		JIMENEZ, RAUL	Dec 10, 2020	151.50
716614		JIMS STEEL SUPPLY	Dec 10, 2020	1,283.02
716615		JORGENSEN & CO	Dec 10, 2020	192.46
716616		JUAREZ, JESUS	Dec 10, 2020	300.00
716617		JUAREZ, SAMUEL	Dec 10, 2020	129.90
716618		K & R TOWING	Dec 10, 2020	37.00
716619		KAI CZAK INC	Dec 10, 2020	5,000.00
716620		KARISH INDUSTRIES	Dec 10, 2020	2,499.06
716621		KEMIRA WATER SOLUTIONS INC	Dec 10, 2020	2,314.29
716622		KERN BUILDING MATERIAL INC	Dec 10, 2020	70.28
716623		KERN COMMUNITY FOUNDATION	Dec 10, 2020	367,174.38
716624		KERN COUNTY CLERKS	Dec 10, 2020	50.00
716625		KERN MACHINERY INC	Dec 10, 2020	1,073.42
716626	4740	KERN TURF SUPPLY	Dec 10, 2020	1,625.83
716627	31430	KERN TUTORING	Dec 10, 2020	5,000.00
716628		KINGDOM TAX SERVICE	Dec 10, 2020	5,000.00
716629	4875	KNIGHTS PUMPING & PORTABLE SVC INC	Dec 10, 2020	88.19
716630	26294	KRONOS INCORPORATED	Dec 10, 2020	446.26
716631	17229	L C ACTION SUPPLY INC	Dec 10, 2020	311.57
716632	28580	LANGUAGE TESTING INTERNATIONAL, INC	Dec 10, 2020	119.00
716633	30593	LEHIGH OUTFITTERS LLC	Dec 10, 2020	790.11
716634	22408	LEHR AUTO ELECTRIC	Dec 10, 2020	1,422.11
716635	19228	LENCIONI, MICHAEL	Dec 10, 2020	56.23
716636	28755	LEVEL 3 COMMUNICATIONS LLC	Dec 10, 2020	2,100.71
716637	31467	LI'S HEALTH SPA	Dec 10, 2020	5,000.00
716638	17157	LIEBERT CASSIDY WHITMORE	Dec 10, 2020	3,600.00
716639	5133	LOOP ELECTRIC INC	Dec 10, 2020	14,004.00
716640	30749	LOS MOLCAJETES RESTAURANT INC	Dec 10, 2020	15,000.00
716641	31450	LUCKEY VENDING	Dec 10, 2020	5,000.00

Check Number Number Vendor Name Check Date Check Amount 716642 23764 LYNN CAPOUYA INC Dec 10, 2020 2,089.40 716643 25105 M & J PLASTERING Dec 10, 2020 2,489.00 716644 26124 MARANATHA LANDSCAPE INC Dec 10, 2020 360.00 716645 31425 MARIA MUNIZ Dec 10, 2020 39.30 716646 30621 MCADIRECT Dec 10, 2020 39.30 716647 23771 MEDINA, ERNIE Dec 10, 2020 389.00 716648 28760 MEDIWASTE DISPOSAL LLC Dec 10, 2020 180.00 716659 7054 MERCHANTS PRINTING & ENVELOPE Dec 10, 2020 1,342.77 716650 7064 MERCHANTS PRINTING & ENVELOPE Dec 10, 2020 1,500.00 716651 31419 METZER, DELORA DVM Dec 10, 2020 1,500.00 716652 30587 METZLER, DELORA DVM Dec 10, 2020 1,500.00 716654 31422 MICHAEL SILVA Dec 10, 2020 1,500.00 716655 24077 MICHEL AUTO TECH Dec 10, 2020 1,500.00 716667 31430 MIRKEN PARTHER		Vendor			
716643 25105 M & J PLASTERING Dec 10, 2020 2, 499,00 716645 31425 MARNAT HA LANDSCAPE INC Dec 10, 2020 3,000,00 716645 31425 MARIA MUNIZ Dec 10, 2020 3,000,00 716646 30621 MCADIRECT Dec 10, 2020 3,000,00 716647 2371 MEDINA, ERNIE DEC 10, 2020 3,000,00 716648 28760 MEDIWASTE DISPOSAL LLC Dec 10, 2020 389,00 716649 28673 MELLO III, JOHN Dec 10, 2020 180,00 716650 7064 MERCHANTS PRINTING & ENVELOPE Dec 10, 2020 18,00 716651 11119 METRO RECORD STORAGE INC Dec 10, 2020 1,342,77 716661 14119 METRO RECORD STORAGE INC Dec 10, 2020 1,342,77 716652 30567 METZLER, DEIDRA DVM Dec 10, 2020 1,500,00 716653 31427 MICCA WILLIAMS Dec 10, 2020 5,000,00 716655 24077 MICHEL SILVA Dec 10, 2020 1,054,73 716656 31414 MILLENNIUM DENTAL CENTER Dec 10, 2020 1,054,73 716656 31444 MILLENNIUM DENTAL CENTER Dec 10, 2020 1,054,73 716657 31460 MIRKEN PARTNERS LLC Dec 10, 2020 5,000,00 716657 31460 MIRKEN PARTNERS LLC Dec 10, 2020 5,000,00 716658 26760 MISTRY, RAJAN Dec 10, 2020 5,000,00 716661 30041 MULCHMASTER DEC 10, 2020 1,050,00 716663 31434 NUESTRO & MEXICA DEC 10, 2020 1,050,00 716664 22824 MORALES & MORALES GARDENING Dec 10, 2020 20,00 716666 31434 NUESTRO MEXICO LOUNGE INC Dec 10, 2020 1,500,00 716666 31434 NUESTRO MEXICO LOUNGE INC Dec 10, 2020 1,500,00 716664 22824 OCCUPATIONAL HEALTH CTRS OF CA. INC Dec 10, 2020 1,500,00 716666 31634 NUESTRO MEXICO LOUNGE INC Dec 10, 2020 20,00 716666 3166 OLD GOLD VENTURES INC Dec 10, 2020 3,515,00 716666 3166 OLD GOLD VENTURES INC Dec 10, 2020 20,00 716667 7619 ORION SAFETY PRODUCTS Dec 10, 2020 3,515,00 716668 2665 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 3,515,00 716677 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 3,515,00 716679 190 ORION SAFETY PRODUCTS Dec 10, 2020 3,515,00 716679 190 ORION SAFETY PRODUCTS Dec 10, 2020 3,515,00 716679 190 ORION SAFETY PRODUCTS Dec 10, 2020 3,515,00 716679 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 3,514,00 716679 190 ORION SAFETY PRODUCTS Dec 10, 2020 3,514,00 716679 190 ORION SAFETY PRODUCTS Dec 10, 2020 3,514,00 716679 190 ORION SAF	Check Number	Number	Vendor Name	Check Date	Check Amount
716644 26124 MARANATHA LANDSCAPE INC Dec 10, 2020 5,000,00 716645 31425 MARIA MUNIZ Dec 10, 2020 5,000,00 716646 30621 MCADIRECT Dec 10, 2020 108,24 716647 23771 MEDINA, ERNIE Dec 10, 2020 108,24 716648 2670 MEDIWASTE DISPOSAL LLC Dec 10, 2020 189,00 716649 26973 MELLO III, JOHN Dec 10, 2020 189,00 716649 26973 MELLO III, JOHN Dec 10, 2020 180,00 716650 7064 MERCHANTS PRINTING & ENVELOPE Dec 10, 2020 18,00 716651 14119 METRO RECORD STORAGE INC Dec 10, 2020 18,00 716653 31427 MICCA WILLIAMS Dec 10, 2020 1,510,00 716653 31427 MICCA WILLIAMS Dec 10, 2020 5,000,00 716654 31432 MICCA WILLIAMS Dec 10, 2020 5,000,00 716655 24077 MICHEL AUTO TECH Dec 10, 2020 15,000,00 716656 34144 MILLENNIUM DENTAL CENTER Dec 10, 2020 15,000,00 716656 24077 MICHEL AUTO TECH Dec 10, 2020 15,000,00 716657 31460 MIRKEN PARTNERS LLC Dec 10, 2020 15,000,00 716658 26760 MISTRY, RAJAN Dec 10, 2020 20,00 716660 28984 MORALES & MORALES GARDENING Dec 10, 2020 20,00 716661 30041 MULCHMASTER Dec 10, 2020 1,500,00 716663 31434 NULCHMASTER Dec 10, 2020 1,500,00 716663 31434 NULCHMASTER Dec 10, 2020 1,500,00 716666 26522 NO, THERESA DEC 10, 2020 1,500,00 716666 26522 NO, THERESA DEC 10, 2020 1,500,00 716666 27666 MISTRY, RAJAN DEC 10, 2020 1,500,00 716666 27666 MISTRY RAJAN DEC 10, 2020 1,500,00 716667 7619 ORION SAFETY PRODUCTS DEC 10, 2020 1,500,00 716668 2842 OCCUPATIONAL HEALTH CTRS OF CA. INC Dec 10, 2020 1,500,00 716666 31266 OLD GOLD VENTURES INC DEC 10, 2020 1,500,00 716666 31266 OLD GOLD VENTURES INC DEC 10, 2020 1,500,00 716667 7619 ORION SAFETY PRODUCTS DEC 10, 2020 1,500,00 716668 2665 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 1,500,00 716668 2665 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 3,500,00 716670 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 3,515,00 716671 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 3,362,25 716673 6448 P T O SALES CORP / TRUCKPRO LLC Dec 10, 2020 3,362,25 716676 29269 PAULK, KELI DEC 10, 2020 3,362,25 716677 24029 PAYLESS TOWING DEC 10, 2020 3,362,25 716678 24029 PAYLESS TOWING DEC 10,	716642	23764	LYNN CAPOUYA INC	Dec 10, 2020	2,089.40
716646 30621 MCADIFECT Dec 10, 2020 39.30 716647 23771 MEDINA, ERNIE Dec 10, 2020 39.30 716647 23771 MEDINA, ERNIE Dec 10, 2020 39.30 716648 28760 MEDIWASTE DISPOSAL LLC Dec 10, 2020 38.00 716649 29673 MELO III, JOHN Dec 101, 2020 18.0.00 716650 7064 MERCHANTS PRINTING & ENVELOPE Dec 10, 2020 1.342.77 716661 14119 METRO RECORD STORAGE INC Dec 10, 2020 1.500.00 716652 30.587 METZLER, DEIDRA DVM Dec 10, 2020 1.500.00 716653 31427 MICCA WILLIAMS Dec 10, 2020 1.500.00 716653 31427 MICCA WILLIAMS Dec 10, 2020 5.000.00 716654 31432 MICHAEL SILVA Dec 10, 2020 5.000.00 716655 24077 MICHEL AUTO TECH Dec 10, 2020 5.000.00 716656 31414 MILLENNIUM DENTAL CENTER Dec 10, 2020 5.000.00 716657 31460 MIRKEN PARTNERS LLC Dec 10, 2020 5.000.00 716658 26760 MISTRY, RAJAN Dec 10, 2020 5.000.00 716668 26760 MISTRY, RAJAN Dec 10, 2020 5.000.00 716661 30041 MULCHMASTER Dec 10, 2020 5.000.00 716662 28632 NG, THERESA DEC Dec 10, 2020 6.000.00 716664 22824 OCCUPATIONAL HEALTH CTRS OF CA. INC Dec 10, 2020 1.500.00 716666 31640 MILCHMASTER Dec 10, 2020 5.000.00 716666 31660 DLO DENTURES INC Dec 10, 2020 5.000.00 716666 31660 DLO DELO VENTURES INC Dec 10, 2020 5.000.00 716666 31660 DLO VENTURES INC DEC 10, 2020 5.000.00 716667 7619 ORION SAFETY PRODUCTS Dec 10, 2020 5.000.00 716668 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 5.744.03 716670 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 5.744.03 716671 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 5.744.03 716673 6448 P T O SALES CORP / TRUCKPO LLC Dec 10, 2020 5.744.03 716674 583 PALIFIC WEST SOUND Dec 10, 2020 5.744.03 716676 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 5.744.03 716678 24029 PAYLESS TOWING Dec 10, 2020 310.00 716681 10037 MISCELLANEOUS TRUST VENDOR Dec 10, 2020 310.00 716681 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 5.744.03 716673 6448 P T O SALES CORP / TRUCKPO LLC Dec 10, 2020 310.00 716681 10037 MISCELLANEOUS TRUST VENDOR Dec 10, 2020 4.429.70 716679 11272 PEOPLE FACTS LLC Dec 10, 2020 5.000.00 716681 10037 MISCELLANEOUS TRUST	716643	25105	M & J PLASTERING	Dec 10, 2020	2,499.00
716646 30621 MCADIRECT Dec 10, 2020 189.20 716647 23771 MEDINA, ERNIE Dec 10, 2020 180.20 716648 28760 MEDIWASTE DISPOSAL LLC Dec 10, 2020 180.00 716650 7064 MERCHANTS PRINTING & ENVELOPE Dec 10, 2020 180.00 716651 14119 METRO RECORD STORAGE INC Dec 10, 2020 1, 342.77 716651 14119 METRO RECORD STORAGE INC Dec 10, 2020 1, 510.00 716652 30857 METZLER, DEIDRA DW Dec 10, 2020 1, 510.00 716653 31427 MICCA WILLIAMS Dec 10, 2020 5,000.00 716654 31432 MICHAEL SILVA Dec 10, 2020 5,000.00 716655 24077 MICHEL AUTO TECH Dec 10, 2020 5,000.00 716656 314414 MILLENNIUM DENTAL CENTER Dec 10, 2020 1,054.73 716656 314414 MILLENNIUM DENTAL CENTER Dec 10, 2020 6,000.00 716657 31460 MIRKEN PARTHERS LLC Dec 10, 2020 6,000.00 716658 26760 MISTRY, RAJAN Dec 10, 2020 6,000.00 716661 30041 MULCHMASTER DEC 10, 2020 6,000.00 716661 30041 MULCHMASTER Dec 10, 2020 6,000.00 716661 30041 MULCHMASTER Dec 10, 2020 6,000.00 716663 31434 NUESTRO MEXICO LOUNGE INC Dec 10, 2020 1,000.00 716664 2824 OCCUPATIONAL HEALTH CTRS OF CA. INC Dec 10, 2020 5,000.00 716666 31266 OLD GOLD VENTURES INC Dec 10, 2020 5,000.00 716666 31266 OLD GOLD VENTURES INC Dec 10, 2020 6,8162.60 716666 31066 OLD GOLD VENTURES INC Dec 10, 2020 6,8162.60 716667 3160 ON SAFETY PRODUCTS Dec 10, 2020 6,8162.60 716667 7619 ORION SAFETY PRODUCTS Dec 10, 2020 7,975.86 716668 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 3,362.85 716672 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 3,362.85 716673 6448 P T O SALES CORPY TRUCKPRO LLC Dec 10, 2020 3,362.85 716674 583 PACIFIC WEST SOUND Dec 10, 2020 3,362.85 716676 10037 MISCELLANEOUS TRUST VENDOR Dec 10, 2020 3,362.85 716678 2529 PAILES STOWING Dec 10, 2020 3,362.85 716679 11272 PEOPLE FACTS LLC Dec 10, 2020 3,362.85 716679 11272 PEOPLE FACTS LLC Dec 10, 2020 3,362.85 716679 11272 PEOPLE FACTS LLC Dec 10, 2020 3,362.85 716679 11272 PEOPLE FACTS LLC Dec 10, 2020 3,362.85 716689 29655 P & ADMINISTRATION SERVICES INC Dec 10, 2020 3,362.85 716690 30565 P & ADMINISTRATION SERVICES INC Dec 10, 2020 3,362.85 716691 10037 MISCELLA	716644	26124	MARANATHA LANDSCAPE INC	Dec 10, 2020	840.00
716647 23771 MEDINA, ERNIE Dec 10, 2020 389.00 716649 29673 MELLO III, JOHN Dec 10, 2020 389.00 716650 7064 MERCHANTS PRINTING & ENVELOPE Dec 10, 2020 1,342.77 716651 14119 METRO RECORD STORAGE INC Dec 10, 2020 1,510.00 716652 30587 METZLER, DEIDRA DVM Dec 10, 2020 1,510.00 716653 31427 MICCA WILLIAMS Dec 10, 2020 1,510.00 716654 31427 MICCA WILLIAMS Dec 10, 2020 5,000.00 716655 24077 MICHEL AUTO TECH Dec 10, 2020 1,000.00 716656 31443 MILLENNIUM DENTAL CENTER Dec 10, 2020 5,000.00 716656 31441 MILLENNIUM DENTAL CENTER Dec 10, 2020 5,000.00 716657 31460 MIRKEN PARTHERS LLC Dec 10, 2020 5,000.00 716658 26760 MISTRY, RAJAN Dec 10, 2020 5,000.00 716668 26760 MISTRY, RAJAN Dec 10, 2020 5,000.00 716660 28984 MORALES & MORALES GARDENING Dec 10, 2020 66.94 716661 30041 MULCHMASTER Dec 10, 2020 16.00 716662 26532 NG, THERESA Dec 10, 2020 16.00 716663 31434 MUESTRO MEXICO LOUNGE INC Dec 10, 2020 16.00 716663 31434 NUESTRO MEXICO LOUNGE INC Dec 10, 2020 16.00 716664 22824 OCCUPATIONAL HEALTH CTRS OF CA, INC Dec 10, 2020 16.00 716666 31434 NUESTRO MEXICO LOUNGE INC Dec 10, 2020 16.50 716666 31674 ON THE HORIZON COMMUNICATIONS Dec 10, 2020 7,975.86 716667 7619 ORION SAFETY PRODUCTS Dec 10, 2020 7,975.86 716667 7619 ORION SAFETY PRODUCTS Dec 10, 2020 7,975.86 716668 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 7,975.86 716667 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 7,975.86 716671 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 7,975.86 716672 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 7,975.86 716673 6448 P T O SAMINISTRATION SERVICES INC Dec 10, 2020 7,797.86 716674 583 PACIFIC WEST SOUND DEC 10, 2020 7,797.86 716675 10037 MISCELLANEOUS TRUST VENDOR Dec 10, 2020 7,797.86 716676 29269 PAULK, KELI DEC 10, 2020 7,797.86 716677 24029 PAVILES TOWN DEC 10, 2020 7,797.86 716678 25270 PENINISULA MESSENGER INC Dec 10, 2020 7,797.86 716679 11727 PEOPLE FACTS LLC Dec 10, 2020 7,797.86 716680 10037 MISCELLANEOUS TRUST VENDOR Dec 10, 2020 1,336.25 716681 10037 MISCELLANEOUS TRUST VENDOR Dec 10, 2020	716645	31425	MARIA MUNIZ	Dec 10, 2020	5,000.00
716648 28760 MEDIWASTE DISPOSAL LLC Dec 10, 2020 38.9.00 716649 29673 MELLO III, JOHN Dec 10, 2020 1.80.00 716650 7064 MERCHANTS PRINTING & ENVELOPE Dec 10, 2020 1.342.77 716651 14119 METRO RECORD STORAGE INC Dec 10, 2020 1.510.00 716652 30587 METZLER, DEIDRA DVM Dec 10, 2020 5.000.00 716653 31427 MICCA WILLIAMS Dec 10, 2020 5.000.00 716654 31432 MICHAEL SILVA Dec 10, 2020 5.000.00 716655 24077 MICHEL AUTO TECH Dec 10, 2020 1.054.73 716656 31444 MILLENNIUM DENTAL CENTER Dec 10, 2020 15.000.00 716657 31460 MIRKEN PARTHERS ILC Dec 10, 2020 15.000.00 716658 31434 MILLENNIUM DENTAL CENTER Dec 10, 2020 65.94 716659 10037 MISCELLANEOUS TRUST VENDOR Dec 10, 2020 65.94 716659 10037 MISCELLANEOUS TRUST VENDOR Dec 10, 2020 65.94 716661 30041 MULCHMASTER Dec 10, 2020 1.500.00 716661 30041 MULCHMASTER Dec 10, 2020 1.500.00 716662 2652 NG, THERESA Dec 10, 2020 1.500.00 716663 31434 MUSESTRO MEXICO LOUNGE INC Dec 10, 2020 1.500.00 716664 22824 OCCUPATIONAL HEALTH CTRS OF CA. INC Dec 10, 2020 1.500.00 716666 31266 OLD COLD VENTURES INC Dec 10, 2020 1.500.00 716666 3166 OLD VENTURES INC Dec 10, 2020 1.500.00 716667 7619 GRION SAFETY PRODUCTS Dec 10, 2020 2.000.00 716668 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 3.51.50 716670 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 4.4229.71 716671 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 4.4229.71 716672 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 4.429.71 716674 583 PACIFIC WEST SOUND DEC 10, 2020 4.429.71 716676 29265 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 5.744.03 716676 29265 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 4.429.71 716671 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 4.429.71 716673 6448 P T O SALES CORP / TRUCKPRO LLC Dec 10, 2020 4.429.71 716676 29265 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 4.429.71 716676 29265 P & ADMINISTRATION SERVICES INC Dec 10, 2020 4.429.71 716677 4029 PAYLESS TOWN DEC 10, 2020 4.429.71 716678 29265 P ALL MEDUS TRUST VENDOR Dec 10, 2020 5.700.00 716688 25420 PEDILE STORMS DEC 10,	716646	30621	MCADIRECT	Dec 10, 2020	39.30
716649 29673 MELLO III, JOHN Dec 10, 2020 18.0.00 716650 7064 MERCHANTS PRINTING & ENVELOPE Dec 10, 2020 1,342.77 716651 14/119 METRO RECORD STORAGE INC Dec 10, 2020 1,510.00 716652 30567 METZLER, DEIDRA DVM Dec 10, 2020 1,510.00 716653 31427 MICCA WILLIAMS Dec 10, 2020 5,000.00 716654 31427 MICCA WILLIAMS Dec 10, 2020 5,000.00 716655 24077 MICHEL AUTO TECH Dec 10, 2020 1,500.00 716655 24077 MICHEL AUTO TECH Dec 10, 2020 1,500.00 716656 31414 MILLENNIUM DENTAL CENTER Dec 10, 2020 1,500.00 716657 31460 MIRKEN PARTNERS LLC Dec 10, 2020 5,000.00 716658 26766 MISTRY, RAJAN Dec 10, 2020 2,000.00 716668 26766 MISTRY, RAJAN Dec 10, 2020 2,000.00 716660 28984 MICRALES & MORALES GARDENING Dec 10, 2020 1,500.00 716661 30041 MULCHMASTER Dec 10, 2020 1,500.00 716662 26532 NG, THERESA DEC 10, 2020 1,500.00 716663 31434 MUESTRO MEXICO LOUNGE INC Dec 10, 2020 1,500.00 716665 31434 MUESTRO MEXICO LOUNGE INC Dec 10, 2020 1,500.00 716666 31434 MUESTRO MEXICO LOUNGE INC Dec 10, 2020 1,500.00 716666 31434 MUESTRO MEXICO LOUNGE INC Dec 10, 2020 1,500.00 716666 3166 OLD COLD VENTURES INC Dec 10, 2020 1,500.00 716666 3166 OLD COLD VENTURES INC Dec 10, 2020 1,500.00 716667 7619 ORION SAFETY PRODUCTS Dec 10, 2020 7,7975.86 716669 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 7,7975.86 716669 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 7,7975.86 716670 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 7,7975.86 716671 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 7,7975.86 716671 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 7,740.36 716672 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 7,740.36 716674 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 7,740.36 716674 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 7,740.36 716674 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 7,740.36 716674 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 7,740.36 716674 29055 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 7,740.36 716674 29054 PALK, KELL DEC 10, 2020 7,740.36 716674 29054 PALK,	716647	23771	MEDINA, ERNIE	Dec 10, 2020	108.24
716651 14119 METRO RECORD STORAGE INC Dec 10, 2020 13.42.77 716652 30587 METZLER, DEIDRA DVM Dec 10, 2020 1, 510.00 716653 31427 MICCA WILLIAMS Dec 10, 2020 5,000.00 716654 31432 MICHAEL SILVA Dec 10, 2020 5,000.00 716655 24077 MICHEL AUTO TECH Dec 10, 2020 1, 150.00 716656 31442 MILLENNIUM DENTAL CENTER Dec 10, 2020 1, 154.73 716656 31444 MILLENNIUM DENTAL CENTER Dec 10, 2020 1, 154.73 716656 31444 MILLENNIUM DENTAL CENTER Dec 10, 2020 1, 15,64.73 716657 31460 MIRTKEN PARTNERS LLC Dec 10, 2020 65,94 716658 26760 MISTRY, RAJAN Dec 10, 2020 65,94 716659 10037 MISCELLANEOUS TRUST VENDOR Dec 10, 2020 66,94 716661 30041 MULCHMASTER Dec 10, 2020 66,00 716661 30041 MULCHMASTER Dec 10, 2020 160,00 716662 26532 NG, THERESA Dec 10, 2020 160,00 716663 31434 NUESTRO MEXICO LOUNGE INC Dec 10, 2020 160,00 716664 22824 OCCUPATIONAL HEALTH CTRS OF CA. INC Dec 10, 2020 154,50 716666 31074 ON THE HORIZON COMMUNICATIONS Dec 10, 2020 58,162,60 716666 31074 ON THE HORIZON COMMUNICATIONS Dec 10, 2020 59,500,00 716667 7619 ORION SAFETY PRODUCTS Dec 10, 2020 5,504,00 716667 36965 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 5,745,63 716669 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 5,744,03 716671 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 5,744,03 716672 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 3,362,85 716673 6448 P T O SALES CORP / TRUCKPRO LLC Dec 10, 2020 3,362,85 716674 538 PAGIFIC WEST SOUND Dec 10, 2020 2,743,56 716675 10037 MISCELLANEOUS TRUST VENDOR Dec 10, 2020 3,362,85 716676 29269 PAULK KELI Dec 10, 2020 3,362,85 716677 24029 PAYLESS TOWING Dec 10, 2020 44,83 716677 24029 PAYLESS TOWING Dec 10, 2020 3,362,85 716688 3250 PEREZCHICA, HECTOR Dec 10, 2020 44,83 716679 11272 PEOPLE FACTS LLC Dec 10, 2020 5,000,00 716681 10037 MISCELLANEOUS TRUST VENDOR Dec 10, 2020 5,000,00 716682 31442 PHO HUT INC Dec 10, 2020 5,000,00 716683 2326 RAMINORAL RESSENGER INC Dec 10, 2020 5,000,00 716684 6376 PIONEER PAINT Dec 10, 2020 5,000,00 716689 2326 RAMINORAL RESSENGER INC Dec 10, 2020 5,000,00 716689 2326	716648	28760	MEDIWASTE DISPOSAL LLC	Dec 10, 2020	389.00
716651 14119 METRO RECORD STORAGE INC Det 10, 2020 1, 510.00 716652 30557 METZLER, DEIDRA DVM Det 10, 2020 5, 5000.00 716653 31427 MICCA WILLIAMS Det 10, 2020 5, 5000.00 716654 31432 MICHAEL SILVA Det 10, 2020 1, 55, 5000.00 716655 24077 MICHEL AUTO TECH Det 10, 2020 1, 5247 716656 31444 MILLENNIUM DENTAL CENTER Det 10, 2020 1, 50473 716656 31446 MIRKEN PARTNERS LLC Det 10, 2020 15, 000.00 716657 31460 MIRKEN PARTNERS LLC Det 10, 2020 65, 94 716658 26760 MISTRY, RAJAN Det 10, 2020 60, 000 716660 28984 MORALES & MORALES GARDENING Det 10, 2020 200.00 716661 30041 MULCHMASTER DET 10, 2020 1, 500.00 716662 26532 NG, THERESA Det 10, 2020 1, 500.00 716663 31434 NUESTRO MEXICO LOUNGE INC Det 10, 2020 1, 500.00 716664 31434 NUESTRO MEXICO LOUNGE INC Det 10, 2020 1, 500.00 716665 31266 OLD GOLD VENTURES INC Det 10, 2020 1, 500.00 716666 31074 ON THE HORIZON COMMUNICATIONS Det 10, 2020 2, 200.00 716666 31074 ON THE HORIZON COMMUNICATIONS Det 10, 2020 2, 351.50 716668 26655 P & A ADMINISTRATION SERVICES INC Det 10, 2020 3, 351.50 716669 29655 P & A ADMINISTRATION SERVICES INC Det 10, 2020 3, 351.50 716670 29655 P & A ADMINISTRATION SERVICES INC Det 10, 2020 4, 422.70 716671 29655 P & A ADMINISTRATION SERVICES INC Det 10, 2020 3, 362.25 716673 6448 P T O SALES CORP / TRUCKPRO LLC Det 10, 2020 3, 362.25 716673 6448 P T O SALES CORP / TRUCKPRO LLC Det 10, 2020 3, 362.25 716676 10037 MISCELLANEOUS TRUST VENDOR Det 10, 2020 7, 777.24 716677 12029 PAYLESS TOWING Det 10, 2020 7, 374.36 716684 6376 PIONEER FAITS LLC Det 10, 2020 7, 374.36 716685 2670 PENINSULA MESSENGER INC Det 10, 2020 7, 374.36 716686 3656 QUINN COMPANY INC Det 10, 2020 7, 343.00 716681 10037 MISCELLANEOUS TRUST VENDOR Det 10, 2020 3, 362.25 716683 24208 PINEDO, TONY Det 10, 2020 7, 343.00 716684 6376 PIONEER PAINT Dec 10, 2020 3, 362.25 716687 26957 PA A ADMINISTRATION SERVICES INC Det 10, 2020 3, 362.25 716689 24208 PINEDO, TONY Det 10, 2020 7, 443.00 716681 10037 MISCELLANEOUS TRUST VENDOR Det 10, 2020 5, 300.00 716681 10037 MISCELLANEOUS TRUST VENDOR Det 10	716649	29673	MELLO III, JOHN	Dec 10, 2020	180.00
716652 30587 METZLER, DEIDRA DVM 716653 31427 MICCA WILLIAMS Dec 10, 2020 1,5000.00 716654 31432 MICHAEL SILVA Dec 10, 2020 5,000.00 716655 24077 MICHEL AUTO TECH Dec 10, 2020 1,5000.00 716656 31444 MILLENNIUM DENTAL CENTER Dec 10, 2020 5,000.00 716657 31460 MIRKEN PARTNERS LLC Dec 10, 2020 5,000.00 716658 26760 MISTRY, RAJAN Dec 10, 2020 5,000.00 716659 10037 MISCELLANEOUS TRUST VENDOR Dec 10, 2020 65.94 716669 10037 MISCELLANEOUS TRUST VENDOR Dec 10, 2020 66.94 716661 30041 MULCHMASTER Dec 10, 2020 1,500.00 716662 26532 NG, THERESA Dec 10, 2020 1,500.00 716663 31434 NUESTRO MEXICO LOUNGE INC Dec 10, 2020 1,500.00 716664 22824 OCCUPATIONAL HEALTH CTRS OF CA. INC Dec 10, 2020 1,500.00 716665 31266 OLD GOLD VENTURES INC Dec 10, 2020 1,500.00 716666 31074 ON THE HORIZON COMMUNICATIONS Dec 10, 2020 1,504.00 716666 31074 ON THE HORIZON COMMUNICATIONS Dec 10, 2020 1,504.00 716667 7619 ORION SAFETY PRODUCTS Dec 10, 2020 1,504.00 716668 26655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 3,500.00 716671 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 5,744.03 716672 26655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 5,744.03 716673 6448 P T O SALES CORP / TRUCKER INC Dec 10, 2020 5,744.03 716674 583 PAGIFIC WEST SOUND Dec 10, 2020 20,36.26 716676 22695 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 5,744.03 716677 24029 PAULE, KELI Dec 10, 2020 7,777.24 716678 25270 PENINSULA MESSENGER INC Dec 10, 2020 2,36.26 716679 11272 PEOPLE FACTS LLC Dec 10, 2020 7,777.24 716679 11272 PEOPLE FACTS LLC Dec 10, 2020 7,743.60 716681 3068 PERZECHICA, HECTOR Dec 10, 2020 7,743.60 716682 3442 PIO HUT INC Dec 10, 2020 7,743.60 716683 24208 PINEDO, TONY Dec 10, 2020 7,743.60 716686 76682 RAMINGER PAINT Dec 10, 2020 7,743.60 716681 10037 MISCELLANEOUS TRUST VENDOR Dec 10, 2020 7,743.00 716681 10037 MISCELLANEOUS TRUST VENDOR Dec 10, 2020 7,743.00 716681 10037 MISCELLANEOUS TRUST VENDOR Dec 10, 2020 7,743.60 716682 3442 PIO HUT INC Dec 10, 2020 7,743.60 716683 24208 PINEDO, TONY Dec 10, 2020 7,743.60 716689 2655 P & AMINISTRATION	716650	7064	MERCHANTS PRINTING & ENVELOPE	Dec 10, 2020	1,342.77
716654 31432 MICHAEL SILVA Dec 10, 2020 5,000.00 716655 24077 MICHEL AUTO TECH Dec 10, 2020 1,054.73 716656 31414 MILLENNIUM DENTAL CENTER Dec 10, 2020 1,054.73 716657 31460 MIRKEN PARTNERS LLC Dec 10, 2020 5,000.00 716658 26760 MISTRY, RAJAN Dec 10, 2020 65,000.00 716658 26760 MISTRY, RAJAN Dec 10, 2020 66,94 716659 10037 MISCELLANEOUS TRUST VENDOR Dec 10, 2020 66,94 716660 28984 MORALES & MORALES GARDENING Dec 10, 2020 16,000.00 716661 30041 MULCHMASTER Dec 10, 2020 16,000.00 716662 26532 NG, THERESA Dec 10, 2020 16,000.00 716663 31434 NUESTRO MEXICO LOUNGE INC Dec 10, 2020 16,000.00 716664 22824 OCCUPATIONAL HEALTH CTRS OF CA. INC Dec 10, 2020 68,1826,000 716665 31266 OLD GOLD VENTURES INC Dec 10, 2020 68,1826,000 716666 31074 ON THE HORIZON COMMUNICATIONS Dec 10, 2020 68,1826,000 716667 7619 ORION SAFETY PRODUCTS Dec 10, 2020 7,975.86 716668 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 63,15.00 716670 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 6,312.97 716671 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 6,312.97 716674 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 6,312.97 716675 10037 MISCELLANEOUS TRUST VENDOR Dec 10, 2020 777.24 716676 383 PACIFIC WEST SOUND Dec 10, 2020 226.00 716676 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 3,362.85 716676 29695 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 44.29.70 716676 29695 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 3,362.85 716676 29695 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 44.29.70 716676 29695 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 44.29.70 716677 24029 PAYLESS TOWING Dec 10, 2020 777.24 716678 25270 PENINSULA MESSENGER INC Dec 10, 2020 777.24 716679 11272 PEOPLE FACTS LLC Dec 10, 2020 77.43.60 716681 10037 MISCELLANEOUS TRUST VENDOR Dec 10, 2020 77.43.00 716682 31442 PHO HUT INC Dec 10, 2020 77.43.00 716683 24208 PINEDO, TONY Dec 10, 2020 77.43.00 716684 376 PIONEER PAINT Dec 10, 2020 77.43.00 716689 23226 RAMISCAL, OSCOAR Dec 10, 2020 77.43.00 716689 24208 PINEDO, TONY DEC 10, 2020 77.43.00 716	716651	14119	METRO RECORD STORAGE INC	Dec 10, 2020	18.00
716654 31432 MICHAEL SILVA Dec 10, 2020 5,000.00 716655 24077 MICHEL AUTO TECH Dec 10, 2020 1,606.73 716656 31414 MILLENNIUM DENTAL CENTER Dec 10, 2020 5,000.00 716657 31460 MIRKEN PARTNERS LLC Dec 10, 2020 5,000.00 716658 26760 MISTRY, RAJAN Dec 10, 2020 200.00 716669 10037 MISCELLANEOUS TRUST VENDOR Dec 10, 2020 200.00 716660 28944 MORALES & MORALES GARDENING Dec 10, 2020 1,500.00 716661 30041 MULCHMASTER Dec 10, 2020 1,500.00 716662 26532 NG, THERESA Dec 10, 2020 1,500.00 716663 31434 NUESTRO MEXICO LOUNGE INC Dec 10, 2020 154.50 716664 22824 OCCUPATIONAL HEALTH CTRS OF CA. INC Dec 10, 2020 154.50 716665 31266 OLD GOLD VENTURES INC Dec 10, 2020 68,162.60 716666 31074 ON THE HORIZON COMMUNICATIONS Dec 10, 2020 2,7975.86 716667 7619 ORIDON SAFETY PRODUCTS Dec 10, 2020 7,975.86 716668	716652	30587	METZLER, DEIDRA DVM	Dec 10, 2020	1,510.00
716655 24077 MICHEL AUTO TECH Dec 10, 2020 1,054.73 716656 31414 MILLENNIUM DENTAL CENTER Dec 10, 2020 15,000.00 716657 31460 MIRKEN PARTNERS LLC Dec 10, 2020 5,000.00 716658 26760 MISTRY, RAJAN Dec 10, 2020 200.00 716660 28984 MORALES & MORALES GARDENING Dec 10, 2020 600.00 716661 30041 MULCHMASTER Dec 10, 2020 160.00 716662 26532 NG, THERESA Dec 10, 2020 160.00 716663 31434 NUESTRO MEXICO LOUNGE INC Dec 10, 2020 5,000.00 716664 22824 OCCUPATIONAL HEALTH CTRS OF CA. INC Dec 10, 2020 61,620 716665 31266 OLD GOLD VENTURES INC Dec 10, 2020 62,000.00 716666 31074 ON THE HORIZON COMMUNICATIONS Dec 10, 2020 7,975.86 716667 7619 ORION SAFETY PRODUCTS Dec 10, 2020 351.50 716668 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 351.50 716669 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 377.86 <t< td=""><td>716653</td><td>31427</td><td>MICCA WILLIAMS</td><td>Dec 10, 2020</td><td>5,000.00</td></t<>	716653	31427	MICCA WILLIAMS	Dec 10, 2020	5,000.00
716656 31414 MILLENNIUM DENTAL CENTER Dec 10, 2020 15,000.00 716657 31460 MIRKEN PARTNERS LLC Dec 10, 2020 6,500.00 716658 26760 MISTRY, RAJAN Dec 10, 2020 66.94 716659 10037 MISCELLANEOUS TRUST VENDOR Dec 10, 2020 200.00 716660 28984 MORALES & MORALES GARDENING Dec 10, 2020 1500.00 716661 30041 MULCHMASTER Dec 10, 2020 1500.00 716662 26532 NG, THERESA Dec 10, 2020 1500.00 716663 31434 NUESTRO MEXICO LOUNGE INC Dec 10, 2020 5,000.00 716664 22824 OCCUPATIONAL HEALTH CTRS OF CA. INC Dec 10, 2020 154.50 716665 31066 OLD GOLD VENTURES INC Dec 10, 2020 154.50 716666 31074 ON THE HORIZON COMMUNICATIONS Dec 10, 2020 7,975.86 716667 7619 ORION SAFETY PRODUCTS Dec 10, 2020 7,975.86 716668 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 5,744.03 716669 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 5,744.03 <t< td=""><td>716654</td><td>31432</td><td>MICHAEL SILVA</td><td>Dec 10, 2020</td><td>5,000.00</td></t<>	716654	31432	MICHAEL SILVA	Dec 10, 2020	5,000.00
716657 31460 MIRKEN PARTNERS LLC Dec 10, 2020 5,000.00 716658 26760 MISTRY, RAJAN Dec 10, 2020 65.94 716669 10037 MISCELLANEOUS TRUST VENDOR Dec 10, 2020 200.00 716660 28984 MORALES & MORALES GARDENING Dec 10, 2020 600.00 716661 30041 MULCHMASTER Dec 10, 2020 1,500.00 716662 26532 NG, THERESA Dec 10, 2020 1600.00 716663 31434 NUESTRO MEXICO LOUNGE INC Dec 10, 2020 5,000.00 716664 22824 OCCUPATIONAL HEALTH CTRS OF CA. INC Dec 10, 2020 164.00 716665 31074 ON THE HORIZON COMMUNICATIONS Dec 10, 2020 2,000.00 716666 31074 ON THE HORIZON COMMUNICATIONS Dec 10, 2020 7,975.86 716667 7619 ORION SAFETY PRODUCTS Dec 10, 2020 351.50 716668 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 5,744.03 716670 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 5,744.03 716671 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 4,429.70	716655	24077	MICHEL AUTO TECH	Dec 10, 2020	1,054.73
716658 26760 MISTRY, RAJAN Dec 10, 2020 65,94 716669 10037 MISCELLANEOUS TRUST VENDOR Dec 10, 2020 200,00 716661 30041 MULCHMASTER Dec 10, 2020 16,00 716662 26532 NG, THERESA Dec 10, 2020 16,00 716663 31434 NUESTRO MEXICO LOUNGE INC Dec 10, 2020 5,000,00 716664 22824 OCCUPATIONAL HEALTH CTRS OF CA. INC Dec 10, 2020 68,162,60 716665 31266 OLD GOLD VENTURES INC Dec 10, 2020 68,162,60 716666 31074 ON THE HORIZON COMMUNICATIONS Dec 10, 2020 7,975,86 716667 7619 ORION SAFETY PRODUCTS Dec 10, 2020 7,975,86 716668 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 351,50 716669 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 351,50 716670 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 4,429,70 716671 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 4,429,70 716672 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 3,3	716656	31414	MILLENNIUM DENTAL CENTER	Dec 10, 2020	15,000.00
716659 10037 MISCELLANEOUS TRUST VENDOR Dec 10, 2020 200.00 716660 28984 MORALES & MORALES GARDENING Dec 10, 2020 600.00 716661 30041 MULCHMASTER Dec 10, 2020 1,500.00 716662 26532 NG, THERESA Dec 10, 2020 160.00 716663 31434 NUESTRO MEXICO LOUNGE INC Dec 10, 2020 5,000.00 716664 22824 OCCUPATIONAL HEALTH CTRS OF CA. INC Dec 10, 2020 68,162.60 716665 31266 OLD GOLD VENTURES INC Dec 10, 2020 2,000.00 716666 31074 ON THE HORIZON COMMUNICATIONS Dec 10, 2020 2,000.00 716667 7619 ORION SAFETY PRODUCTS Dec 10, 2020 351.50 716668 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 351.50 716669 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 5,744.03 716671 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 4,429.70 716672 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 3,362.85 716673 6448 P T O SALES CORP / TRUCKPRO LLC Dec 10, 2020	716657	31460	MIRKEN PARTNERS LLC	Dec 10, 2020	5,000.00
716660 28984 MORALES & MORALES GARDENING Dec 10, 2020 600.00 716661 30041 MULCHMASTER Dec 10, 2020 1,500.00 716662 26532 NG, THERESA Dec 10, 2020 5,000.00 716663 31434 NUESTRO MEXICO LOUNGE INC Dec 10, 2020 5,000.00 716664 22824 OCCUPATIONAL HEALTH CTRS OF CA. INC Dec 10, 2020 68,162.60 716665 31266 OLD GOLD VENTURES INC Dec 10, 2020 68,162.60 716666 31074 ON THE HORIZON COMMUNICATIONS Dec 10, 2020 2,000.00 716667 7619 ORION SAFETY PRODUCTS Dec 10, 2020 7,975.86 716668 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 5,744.03 716669 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 5,744.03 716671 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 4,429.70 716672 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 4,429.70 716673 6448 P T O SALES CORP, TRUCKPRO LLC Dec 10, 2020 2,704.36 716674 583 PACIFIC WEST SOUND Dec 10, 2020	716658	26760	MISTRY, RAJAN	Dec 10, 2020	65.94
716661 30041 MULCHMASTER Dec 10, 2020 1,500.00 716662 26532 NG, THERESA Dec 10, 2020 160.00 716663 31434 NUESTRO MEXICO LOUNGE INC Dec 10, 2020 5,000.00 716664 22824 OCCUPATIONAL HEALTH CTRS OF CA. INC Dec 10, 2020 154.50 716665 31266 OLD GOLD VENTURES INC Dec 10, 2020 2,000.00 716666 31074 ON THE HORIZON COMMUNICATIONS Dec 10, 2020 2,000.00 716667 7619 ORION SAFETY PRODUCTS Dec 10, 2020 3,075.50 716668 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 351.50 716669 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 5,744.03 716670 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 4,429.70 716671 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 4,429.70 716672 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 3,362.85 716673 6448 P T O SALES CORP / TRUCKPRO LLC Dec 10, 2020 2,704.36 716674 553 PACIFIC WEST SOUND Dec 10, 2020	716659	10037	MISCELLANEOUS TRUST VENDOR	Dec 10, 2020	200.00
716662 26532 NG, THERESA Dec 10, 2020 160.00 716663 31434 NUESTRO MEXICO LOUNGE INC Dec 10, 2020 5,000.00 716664 22824 OCCUPATIONAL HEALTH CTRS OF CA. INC Dec 10, 2020 154.50 716665 31266 OLD GOLD VENTURES INC Dec 10, 2020 68,162.60 716666 31074 ON THE HORIZON COMMUNICATIONS Dec 10, 2020 2,000.00 716667 7619 ORION SAFETY PRODUCTS Dec 10, 2020 351.50 716668 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 351.50 716669 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 5,744.03 716670 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 4,429.70 716672 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 4,429.70 716673 6448 P T O SALES CORP / TRUCKPRO LLC Dec 10, 2020 2,704.36 716674 583 PACIFIC WEST SOUND Dec 10, 2020 277.24 716675 10037 MISCELLANEOUS TRUST VENDOR Dec 10, 2020 286.00 716676 29269 PAULK, KELI Dec 10, 2020 2	716660	28984	MORALES & MORALES GARDENING	Dec 10, 2020	600.00
716663 31434 NUESTRO MEXICO LOUNGE INC Dec 10, 2020 5,000.00 716664 22824 OCCUPATIONAL HEALTH CTRS OF CA. INC Dec 10, 2020 154.50 716665 31266 OLD GOLD VENTURES INC Dec 10, 2020 68,162.60 716666 31074 ON THE HORIZON COMMUNICATIONS Dec 10, 2020 2,000.00 716667 7619 ORION SAFETY PRODUCTS Dec 10, 2020 7,975.86 716668 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 5,744.03 716670 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 6,912.97 716671 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 4,429.70 716672 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 4,29.70 716673 6448 P T O SALES CORP / TRUCKPRO LLC Dec 10, 2020 2,704.36 716674 583 PACIFIC WEST SOUND Dec 10, 2020 277.43 716675 10037 MISCELLANEOUS TRUST VENDOR Dec 10, 2020 231.00 716676 29269 PAULK, KELI Dec 10, 2020 231.00 716677 24029 PAYLESS TOWING Dec 10, 2020	716661	30041	MULCHMASTER	Dec 10, 2020	1,500.00
716664 22824 OCCUPATIONAL HEALTH CTRS OF CA. INC Dec 10, 2020 154.50 716665 31266 OLD GOLD VENTURES INC Dec 10, 2020 68,162.60 716666 31074 ON THE HORIZON COMMUNICATIONS Dec 10, 2020 7,000.00 716667 7619 ORION SAFETY PRODUCTS Dec 10, 2020 7,975.86 716668 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 351.50 716669 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 5,744.03 716670 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 6,912.97 716671 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 4,429.70 716672 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 3,362.85 716673 6448 P T O SALES CORP / TRUCKPRO LLC Dec 10, 2020 2,704.36 716674 583 PACIFIC WEST SOUND Dec 10, 2020 277.43 716675 10037 MISCELLANEOUS TRUST VENDOR Dec 10, 2020 286.00 716676 29269 PAULK, KELI Dec 10, 2020 37.00 716677 24029 PAYLESS TOWING Dec 10, 2020	716662	26532	NG, THERESA	Dec 10, 2020	160.00
716664 22824 OCCUPATIONAL HEALTH CTRS OF CA. INC Dec 10, 2020 154.50 716665 31266 OLD GOLD VENTURES INC Dec 10, 2020 68,162.60 716666 31074 ON THE HORIZON COMMUNICATIONS Dec 10, 2020 2,000.00 716667 7619 ORION SAFETY PRODUCTS Dec 10, 2020 7,975.86 716668 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 351.50 716669 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 6,912.97 716670 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 6,912.97 716671 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 4,429.70 716672 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 3,362.85 716673 6448 P T O SALES CORP / TRUCKPRO LLC Dec 10, 2020 2,704.36 716674 583 PACIFIC WEST SOUND Dec 10, 2020 2,704.36 716675 10037 MISCELLANEOUS TRUST VENDOR Dec 10, 2020 286.00 716676 29269 PAULK, KELI Dec 10, 2020 37.00 716677 24029 PAYLESS TOWING Dec 10, 2020	716663	31434	NUESTRO MEXICO LOUNGE INC	Dec 10, 2020	5,000.00
716666 31074 ON THE HORIZON COMMUNICATIONS Dec 10, 2020 2,000.00 716667 7619 ORION SAFETY PRODUCTS Dec 10, 2020 7,975.86 716668 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 351.50 716669 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 6,912.97 716670 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 6,912.97 716671 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 4,429.70 716672 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 3,362.85 716673 6448 P T O SALES CORP / TRUCKPRO LLC Dec 10, 2020 2,704.36 716674 583 PACIFIC WEST SOUND Dec 10, 2020 2,704.36 716675 10037 MISCELLANEOUS TRUST VENDOR Dec 10, 2020 231.00 716676 29269 PAULK, KELI Dec 10, 2020 37.00 716677 24029 PAYLESS TOWING Dec 10, 2020 37.00 716678 25270 PENINSULA MESSENGER INC Dec 10, 2020 21.67 716680 30563 PEREZCHICA, HECTOR Dec 10, 2020 5.00 <td>716664</td> <td>22824</td> <td>OCCUPATIONAL HEALTH CTRS OF CA. INC</td> <td>Dec 10, 2020</td> <td></td>	716664	22824	OCCUPATIONAL HEALTH CTRS OF CA. INC	Dec 10, 2020	
716666 31074 ON THE HORIZON COMMUNICATIONS Dec 10, 2020 2,000.00 716667 7619 ORION SAFETY PRODUCTS Dec 10, 2020 7,975.86 716668 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 351.50 716669 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 6,912.97 716670 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 6,912.97 716671 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 4,429.70 716672 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 3,362.85 716673 6448 P T O SALES CORP / TRUCKPRO LLC Dec 10, 2020 2,704.36 716674 583 PACIFIC WEST SOUND Dec 10, 2020 2,704.36 716675 10037 MISCELLANEOUS TRUST VENDOR Dec 10, 2020 231.00 716676 29269 PAULK, KELI Dec 10, 2020 37.00 716677 24029 PAYLESS TOWING Dec 10, 2020 37.00 716678 25270 PENINSULA MESSENGER INC Dec 10, 2020 21.67 716680 30563 PEREZCHICA, HECTOR Dec 10, 2020 5.00 <td>716665</td> <td>31266</td> <td>OLD GOLD VENTURES INC</td> <td>Dec 10, 2020</td> <td>68,162.60</td>	716665	31266	OLD GOLD VENTURES INC	Dec 10, 2020	68,162.60
716667 7619 ORION SAFETY PRODUCTS Dec 10, 2020 7,975.86 716668 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 351.50 716669 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 5,744.03 716670 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 4,912.97 716671 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 4,429.70 716672 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 3,362.85 716673 6448 P T O SALES CORP / TRUCKPRO LLC Dec 10, 2020 2,704.36 716674 583 PACIFIC WEST SOUND Dec 10, 2020 286.00 716675 10037 MISCELLANEOUS TRUST VENDOR Dec 10, 2020 286.00 716676 29269 PAULK, KELI Dec 10, 2020 37.00 716677 24029 PAYLESS TOWING Dec 10, 2020 37.00 716678 25270 PENINSULA MESSENGER INC Dec 10, 2020 37.00 716680 30563 PEREZCHICA, HECTOR Dec 10, 2020 160.00 716681 10037 MISCELLANEOUS TRUST VENDOR Dec 10, 2020 5.00	716666	31074	ON THE HORIZON COMMUNICATIONS		
716668 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 351.50 716669 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 5,744.03 716670 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 6,912.97 716671 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 4,429.70 716672 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 3,362.85 716673 6448 P T O SALES CORP / TRUCKPRO LLC Dec 10, 2020 2,704.36 716674 583 PACIFIC WEST SOUND Dec 10, 2020 2704.36 716675 10037 MISCELLANEOUS TRUST VENDOR Dec 10, 2020 286.00 716676 29269 PAULK, KELI Dec 10, 2020 231.00 716677 24029 PAYLESS TOWING Dec 10, 2020 37.00 716678 25270 PENINSULA MESSENGER INC Dec 10, 2020 494.39 716679 11272 PEOPLE FACTS LLC Dec 10, 2020 460.00 716680 30563 PEREZCHICA, HECTOR Dec 10, 2020 5.00 716681 10037 MISCELLANEOUS TRUST VENDOR Dec 10, 2020 5.00	716667				
716669 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 5,744.03 716670 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 6,912.97 716671 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 4,429.70 716672 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 3,362.85 716673 6448 P T O SALES CORP / TRUCKPRO LLC Dec 10, 2020 2,704.36 716674 583 PACIFIC WEST SOUND Dec 10, 2020 277.24 716675 10037 MISCELLANEOUS TRUST VENDOR Dec 10, 2020 286.00 716676 29269 PAULK, KELI Dec 10, 2020 231.00 716677 24029 PAYLESS TOWING Dec 10, 2020 37.00 716678 25270 PENINSULA MESSENGER INC Dec 10, 2020 494.39 716679 11272 PEOPLE FACTS LLC Dec 10, 2020 21.67 716680 30563 PEREZCHICA, HECTOR Dec 10, 2020 5.00 716681 10037 MISCELLANEOUS TRUST VENDOR Dec 10, 2020 5.00 716683 24208 PINEDO, TONY Dec 10, 2020 160.00 7	716668	29655	P & A ADMINISTRATION SERVICES INC		
716670 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 6,912.97 716671 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 4,429.70 716672 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 3,362.85 716673 6448 P T O SALES CORP / TRUCKPRO LLC Dec 10, 2020 2,704.36 716674 583 PACIFIC WEST SOUND Dec 10, 2020 777.24 716675 10037 MISCELLANEOUS TRUST VENDOR Dec 10, 2020 286.00 716676 29269 PAULK, KELI Dec 10, 2020 231.00 716677 24029 PAYLESS TOWING Dec 10, 2020 37.00 716678 25270 PENINSULA MESSENGER INC Dec 10, 2020 494.39 716679 11272 PEOPLE FACTS LLC Dec 10, 2020 21.67 716680 30563 PEREZCHICA, HECTOR Dec 10, 2020 160.00 716681 10037 MISCELLANEOUS TRUST VENDOR Dec 10, 2020 5,000.00 716682 31442 PHO HUT INC Dec	716669				5,744.03
716671 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 4,429.70 716672 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 3,362.85 716673 6448 P T O SALES CORP / TRUCKPRO LLC Dec 10, 2020 2,704.36 716674 583 PACIFIC WEST SOUND Dec 10, 2020 286.00 716675 10037 MISCELLANEOUS TRUST VENDOR Dec 10, 2020 231.00 716676 29269 PAULK, KELI Dec 10, 2020 231.00 716677 24029 PAYLESS TOWING Dec 10, 2020 37.00 716678 25270 PENINSULA MESSENGER INC Dec 10, 2020 494.39 716679 11272 PEOPLE FACTS LLC Dec 10, 2020 21.67 716680 30563 PEREZCHICA, HECTOR Dec 10, 2020 160.00 716681 10037 MISCELLANEOUS TRUST VENDOR Dec 10, 2020 5,000.00 716682 31442 PHO HUT INC Dec 10, 2020 5,000.00 716683 24208 PINEDO, TONY Dec 10, 2020					
716672 29655 P & A ADMINISTRATION SERVICES INC Dec 10, 2020 3,362.85 716673 6448 P T O SALES CORP / TRUCKPRO LLC Dec 10, 2020 2,704.36 716674 583 PACIFIC WEST SOUND Dec 10, 2020 777.24 716675 10037 MISCELLANEOUS TRUST VENDOR Dec 10, 2020 286.00 716676 29269 PAULK, KELI Dec 10, 2020 231.00 716677 24029 PAYLESS TOWING Dec 10, 2020 37.00 716678 25270 PENINSULA MESSENGER INC Dec 10, 2020 494.39 716679 11272 PEOPLE FACTS LLC Dec 10, 2020 21.67 716680 30563 PEREZCHICA, HECTOR Dec 10, 2020 160.00 716681 10037 MISCELLANEOUS TRUST VENDOR Dec 10, 2020 5.00 716682 31442 PHO HUT INC Dec 10, 2020 5.00 716683 24208 PINEDO, TONY Dec 10, 2020 160.00 716684 6376 PIONEER PAINT Dec 10, 2020 7,137.00 716685 29615 PLIXER Dec 10, 2020 7,137.00 716686 178 PRAXAIR DISTRIBUTION INC Dec					
716673 6448 PTO SALES CORP/TRUCKPRO LLC Dec 10, 2020 2,704.36 716674 583 PACIFIC WEST SOUND Dec 10, 2020 777.24 716675 10037 MISCELLANEOUS TRUST VENDOR Dec 10, 2020 286.00 716676 29269 PAULK, KELI Dec 10, 2020 231.00 716677 24029 PAYLESS TOWING Dec 10, 2020 37.00 716678 25270 PENINSULA MESSENGER INC Dec 10, 2020 494.39 716679 11272 PEOPLE FACTS LLC Dec 10, 2020 21.67 716680 30563 PEREZCHICA, HECTOR Dec 10, 2020 160.00 716681 10037 MISCELLANEOUS TRUST VENDOR Dec 10, 2020 5,000.00 716682 31442 PHO HUT INC Dec 10, 2020 160.00 716683 24208 PINEDO, TONY Dec 10, 2020 1,334.52 716684 6376 PIONEER PAINT Dec 10, 2020 7,137.00 716685 29615 PLIXER Dec 10, 2020 7,137.00 716686 178 PRAXAIR DISTRIBUTION INC Dec 10, 2020 7,419.00 716688 6555 QUINN COMPANY INC Dec 10, 2020 <td></td> <td>29655</td> <td>P & A ADMINISTRATION SERVICES INC</td> <td></td> <td></td>		29655	P & A ADMINISTRATION SERVICES INC		
716674 583 PACIFIC WEST SOUND Dec 10, 2020 777.24 716675 10037 MISCELLANEOUS TRUST VENDOR Dec 10, 2020 286.00 716676 29269 PAULK, KELI Dec 10, 2020 231.00 716677 24029 PAYLESS TOWING Dec 10, 2020 37.00 716678 25270 PENINSULA MESSENGER INC Dec 10, 2020 494.39 716679 11272 PEOPLE FACTS LLC Dec 10, 2020 21.67 716680 30563 PEREZCHICA, HECTOR Dec 10, 2020 160.00 716681 10037 MISCELLANEOUS TRUST VENDOR Dec 10, 2020 5.00 716682 31442 PHO HUT INC Dec 10, 2020 5.00 716683 24208 PINEDO, TONY Dec 10, 2020 160.00 716684 6376 PIONEER PAINT Dec 10, 2020 7,137.00 716685 29615 PLIXER Dec 10, 2020 7,137.00 716686 178 PRAXAIR DISTRIBUTION INC Dec 10, 2020 7,419.00 716687 26997 PROVOST & PRITCHARD CONSULTING INC Dec 10, 2020 3,592.50 716689 23226 RAMISCAL, OSCAR Dec 10, 2020					
716675 10037 MISCELLANEOUS TRUST VENDOR Dec 10, 2020 286.00 716676 29269 PAULK, KELI Dec 10, 2020 231.00 716677 24029 PAYLESS TOWING Dec 10, 2020 37.00 716678 25270 PENINSULA MESSENGER INC Dec 10, 2020 494.39 716679 11272 PEOPLE FACTS LLC Dec 10, 2020 21.67 716680 30563 PEREZCHICA, HECTOR Dec 10, 2020 160.00 716681 10037 MISCELLANEOUS TRUST VENDOR Dec 10, 2020 5.00 716682 31442 PHO HUT INC Dec 10, 2020 5,000.00 716683 24208 PINEDO, TONY Dec 10, 2020 160.00 716684 6376 PIONEER PAINT Dec 10, 2020 1,334.52 716685 29615 PLIXER Dec 10, 2020 7,137.00 716686 178 PRAXAIR DISTRIBUTION INC Dec 10, 2020 7,419.00 716687 26997 PROVOST & PRITCHARD CONSULTING INC Dec 10, 2020 7,419.00 716688 6555 QUINN COMPANY INC Dec 10, 2020 3,592.50 716699 23226 RAMISCAL, OSCAR Dec 10, 202					
716676 29269 PAULK, KELI Dec 10, 2020 231.00 716677 24029 PAYLESS TOWING Dec 10, 2020 37.00 716678 25270 PENINSULA MESSENGER INC Dec 10, 2020 494.39 716679 11272 PEOPLE FACTS LLC Dec 10, 2020 21.67 716680 30563 PEREZCHICA, HECTOR Dec 10, 2020 160.00 716681 10037 MISCELLANEOUS TRUST VENDOR Dec 10, 2020 5.00 716682 31442 PHO HUT INC Dec 10, 2020 5,000.00 716683 24208 PINEDO, TONY Dec 10, 2020 160.00 716684 6376 PIONEER PAINT Dec 10, 2020 1,334.52 716685 29615 PLIXER Dec 10, 2020 7,137.00 716686 178 PRAXAIR DISTRIBUTION INC Dec 10, 2020 7,419.00 716687 26997 PROVOST & PRITCHARD CONSULTING INC Dec 10, 2020 7,419.00 716688 6555 QUINN COMPANY INC Dec 10, 2020 3,592.50 716699 23226 RAMISCAL, OSCAR Dec 10, 2020 348.04 716691 6682 RAYMONDS TROPHY AND AWARDS Dec 10, 2020	716675				
716677 24029 PAYLESS TOWING Dec 10, 2020 37.00 716678 25270 PENINSULA MESSENGER INC Dec 10, 2020 494.39 716679 11272 PEOPLE FACTS LLC Dec 10, 2020 21.67 716680 30563 PEREZCHICA, HECTOR Dec 10, 2020 160.00 716681 10037 MISCELLANEOUS TRUST VENDOR Dec 10, 2020 5.00 716682 31442 PHO HUT INC Dec 10, 2020 5,000.00 716683 24208 PINEDO, TONY Dec 10, 2020 160.00 716684 6376 PIONEER PAINT Dec 10, 2020 1,334.52 716685 29615 PLIXER Dec 10, 2020 7,137.00 716686 178 PRAXAIR DISTRIBUTION INC Dec 10, 2020 7,419.00 716687 26997 PROVOST & PRITCHARD CONSULTING INC Dec 10, 2020 7,419.00 716688 6555 QUINN COMPANY INC Dec 10, 2020 35,92.50 716699 23226 RAMISCAL, OSCAR Dec 10, 2020 348.04 716691 6682 RAYMONDS TROPHY AND AWARDS Dec 10, 2020 343.47 716692 28480 READY REFRESH Dec 10, 20		29269	PAULK, KELI		
716678 25270 PENINSULA MESSENGER INC Dec 10, 2020 494.39 716679 11272 PEOPLE FACTS LLC Dec 10, 2020 21.67 716680 30563 PEREZCHICA, HECTOR Dec 10, 2020 160.00 716681 10037 MISCELLANEOUS TRUST VENDOR Dec 10, 2020 5.00 716682 31442 PHO HUT INC Dec 10, 2020 5,000.00 716683 24208 PINEDO, TONY Dec 10, 2020 160.00 716684 6376 PIONEER PAINT Dec 10, 2020 1,334.52 716685 29615 PLIXER Dec 10, 2020 7,137.00 716686 178 PRAXAIR DISTRIBUTION INC Dec 10, 2020 7,419.00 716687 26997 PROVOST & PRITCHARD CONSULTING INC Dec 10, 2020 7,419.00 716688 6555 QUINN COMPANY INC Dec 10, 2020 3,592.50 716699 23226 RAMISCAL, OSCAR Dec 10, 2020 37.00 716691 6682 RAYMONDS TROPHY AND AWARDS Dec 10, 2020 343.47 716692 28480 READY REFRESH Dec 10, 2020 55,794.78 716694 31449 REX PHINNEY CPA Dec 10					
716679 11272 PEOPLE FACTS LLC Dec 10, 2020 21.67 716680 30563 PEREZCHICA, HECTOR Dec 10, 2020 160.00 716681 10037 MISCELLANEOUS TRUST VENDOR Dec 10, 2020 5.00 716682 31442 PHO HUT INC Dec 10, 2020 5,000.00 716683 24208 PINEDO, TONY Dec 10, 2020 160.00 716684 6376 PIONEER PAINT Dec 10, 2020 1,334.52 716685 29615 PLIXER Dec 10, 2020 7,137.00 716686 178 PRAXAIR DISTRIBUTION INC Dec 10, 2020 7,419.00 716687 26997 PROVOST & PRITCHARD CONSULTING INC Dec 10, 2020 7,419.00 716688 6555 QUINN COMPANY INC Dec 10, 2020 3,592.50 716689 23226 RAMISCAL, OSCAR Dec 10, 2020 37.00 716691 6682 RAYMONDS TROPHY AND AWARDS Dec 10, 2020 343.47 716692 28480 READY REFRESH Dec 10, 2020 55,794.78 716694 31449 REX PHINNEY CPA Dec 10, 2020 5,000.00 716695 10037 MISCELLANEOUS TRUST VENDOR Dec 10, 2020 400.00					
716680 30563 PEREZCHICA, HECTOR Dec 10, 2020 160.00 716681 10037 MISCELLANEOUS TRUST VENDOR Dec 10, 2020 5.00 716682 31442 PHO HUT INC Dec 10, 2020 5,000.00 716683 24208 PINEDO, TONY Dec 10, 2020 160.00 716684 6376 PIONEER PAINT Dec 10, 2020 1,334.52 716685 29615 PLIXER Dec 10, 2020 7,137.00 716686 178 PRAXAIR DISTRIBUTION INC Dec 10, 2020 7,419.00 716687 26997 PROVOST & PRITCHARD CONSULTING INC Dec 10, 2020 7,419.00 716688 6555 QUINN COMPANY INC Dec 10, 2020 3,592.50 716689 23226 RAMISCAL, OSCAR Dec 10, 2020 148.04 716690 20713 RANDY'S TOWING LLC Dec 10, 2020 37.00 716691 6682 RAYMONDS TROPHY AND AWARDS Dec 10, 2020 343.47 716692 28480 READY REFRESH Dec 10, 2020 55,794.78 716693 30460 REDFLEX TRAFFIC SYSTEMS INC Dec 10, 2020 55,794.78 716695 10037 MISCELLANEOUS TRUST VENDOR <td></td> <td></td> <td></td> <td></td> <td></td>					
716681 10037 MISCELLANEOUS TRUST VENDOR Dec 10, 2020 5.00 716682 31442 PHO HUT INC Dec 10, 2020 5,000.00 716683 24208 PINEDO, TONY Dec 10, 2020 160.00 716684 6376 PIONEER PAINT Dec 10, 2020 1,334.52 716685 29615 PLIXER Dec 10, 2020 7,137.00 716686 178 PRAXAIR DISTRIBUTION INC Dec 10, 2020 44.83 716687 26997 PROVOST & PRITCHARD CONSULTING INC Dec 10, 2020 7,419.00 716688 6555 QUINN COMPANY INC Dec 10, 2020 3,592.50 716689 23226 RAMISCAL, OSCAR Dec 10, 2020 148.04 716690 20713 RANDY'S TOWING LLC Dec 10, 2020 37.00 716691 6682 RAYMONDS TROPHY AND AWARDS Dec 10, 2020 343.47 716692 28480 READY REFRESH Dec 10, 2020 55,794.78 716693 30460 REDFLEX TRAFFIC SYSTEMS INC Dec 10, 2020 55,794.78 716694 31449 REX PHINNEY CPA Dec 10, 2020 50,000.00 716695 10037 MISCELLANEOUS TRUST VENDOR Dec 10, 2020 400.00					
716682 31442 PHO HUT INC Dec 10, 2020 5,000.00 716683 24208 PINEDO, TONY Dec 10, 2020 160.00 716684 6376 PIONEER PAINT Dec 10, 2020 1,334.52 716685 29615 PLIXER Dec 10, 2020 7,137.00 716686 178 PRAXAIR DISTRIBUTION INC Dec 10, 2020 44.83 716687 26997 PROVOST & PRITCHARD CONSULTING INC Dec 10, 2020 7,419.00 716688 6555 QUINN COMPANY INC Dec 10, 2020 3,592.50 716689 23226 RAMISCAL, OSCAR Dec 10, 2020 148.04 716690 20713 RANDY'S TOWING LLC Dec 10, 2020 37.00 716691 6682 RAYMONDS TROPHY AND AWARDS Dec 10, 2020 343.47 716692 28480 READY REFRESH Dec 10, 2020 143.56 716693 30460 REDFLEX TRAFFIC SYSTEMS INC Dec 10, 2020 55,794.78 716694 31449 REX PHINNEY CPA Dec 10, 2020 5,000.00 716695 10037 MISCELLANEOUS TRUST VENDOR Dec 10, 2020 400.00					
716683 24208 PINEDO, TONY Dec 10, 2020 160.00 716684 6376 PIONEER PAINT Dec 10, 2020 1,334.52 716685 29615 PLIXER Dec 10, 2020 7,137.00 716686 178 PRAXAIR DISTRIBUTION INC Dec 10, 2020 44.83 716687 26997 PROVOST & PRITCHARD CONSULTING INC Dec 10, 2020 7,419.00 716688 6555 QUINN COMPANY INC Dec 10, 2020 3,592.50 716689 23226 RAMISCAL, OSCAR Dec 10, 2020 148.04 716690 20713 RANDY'S TOWING LLC Dec 10, 2020 37.00 716691 6682 RAYMONDS TROPHY AND AWARDS Dec 10, 2020 343.47 716692 28480 READY REFRESH Dec 10, 2020 143.56 716693 30460 REDFLEX TRAFFIC SYSTEMS INC Dec 10, 2020 55,794.78 716694 31449 REX PHINNEY CPA Dec 10, 2020 5,000.00 716695 10037 MISCELLANEOUS TRUST VENDOR Dec 10, 2020 400.00					
716684 6376 PIONEER PAINT Dec 10, 2020 1,334.52 716685 29615 PLIXER Dec 10, 2020 7,137.00 716686 178 PRAXAIR DISTRIBUTION INC Dec 10, 2020 44.83 716687 26997 PROVOST & PRITCHARD CONSULTING INC Dec 10, 2020 7,419.00 716688 6555 QUINN COMPANY INC Dec 10, 2020 3,592.50 716689 23226 RAMISCAL, OSCAR Dec 10, 2020 148.04 716690 20713 RANDY'S TOWING LLC Dec 10, 2020 37.00 716691 6682 RAYMONDS TROPHY AND AWARDS Dec 10, 2020 343.47 716692 28480 READY REFRESH Dec 10, 2020 143.56 716693 30460 REDFLEX TRAFFIC SYSTEMS INC Dec 10, 2020 55,794.78 716694 31449 REX PHINNEY CPA Dec 10, 2020 5,000.00 716695 10037 MISCELLANEOUS TRUST VENDOR Dec 10, 2020 400.00				•	
716685 29615 PLIXER Dec 10, 2020 7,137.00 716686 178 PRAXAIR DISTRIBUTION INC Dec 10, 2020 44.83 716687 26997 PROVOST & PRITCHARD CONSULTING INC Dec 10, 2020 7,419.00 716688 6555 QUINN COMPANY INC Dec 10, 2020 3,592.50 716689 23226 RAMISCAL, OSCAR Dec 10, 2020 148.04 716690 20713 RANDY'S TOWING LLC Dec 10, 2020 37.00 716691 6682 RAYMONDS TROPHY AND AWARDS Dec 10, 2020 343.47 716692 28480 READY REFRESH Dec 10, 2020 143.56 716693 30460 REDFLEX TRAFFIC SYSTEMS INC Dec 10, 2020 55,794.78 716694 31449 REX PHINNEY CPA Dec 10, 2020 5,000.00 716695 10037 MISCELLANEOUS TRUST VENDOR Dec 10, 2020 400.00			•		
716686 178 PRAXAIR DISTRIBUTION INC Dec 10, 2020 44.83 716687 26997 PROVOST & PRITCHARD CONSULTING INC Dec 10, 2020 7,419.00 716688 6555 QUINN COMPANY INC Dec 10, 2020 3,592.50 716689 23226 RAMISCAL, OSCAR Dec 10, 2020 148.04 716690 20713 RANDY'S TOWING LLC Dec 10, 2020 37.00 716691 6682 RAYMONDS TROPHY AND AWARDS Dec 10, 2020 343.47 716692 28480 READY REFRESH Dec 10, 2020 143.56 716693 30460 REDFLEX TRAFFIC SYSTEMS INC Dec 10, 2020 55,794.78 716694 31449 REX PHINNEY CPA Dec 10, 2020 5,000.00 716695 10037 MISCELLANEOUS TRUST VENDOR Dec 10, 2020 400.00		29615	PLIXER		
716687 26997 PROVOST & PRITCHARD CONSULTING INC Dec 10, 2020 7,419.00 716688 6555 QUINN COMPANY INC Dec 10, 2020 3,592.50 716689 23226 RAMISCAL, OSCAR Dec 10, 2020 148.04 716690 20713 RANDY'S TOWING LLC Dec 10, 2020 37.00 716691 6682 RAYMONDS TROPHY AND AWARDS Dec 10, 2020 343.47 716692 28480 READY REFRESH Dec 10, 2020 143.56 716693 30460 REDFLEX TRAFFIC SYSTEMS INC Dec 10, 2020 55,794.78 716694 31449 REX PHINNEY CPA Dec 10, 2020 5,000.00 716695 10037 MISCELLANEOUS TRUST VENDOR Dec 10, 2020 400.00					
716688 6555 QUINN COMPANY INC Dec 10, 2020 3,592.50 716689 23226 RAMISCAL, OSCAR Dec 10, 2020 148.04 716690 20713 RANDY'S TOWING LLC Dec 10, 2020 37.00 716691 6682 RAYMONDS TROPHY AND AWARDS Dec 10, 2020 343.47 716692 28480 READY REFRESH Dec 10, 2020 143.56 716693 30460 REDFLEX TRAFFIC SYSTEMS INC Dec 10, 2020 55,794.78 716694 31449 REX PHINNEY CPA Dec 10, 2020 5,000.00 716695 10037 MISCELLANEOUS TRUST VENDOR Dec 10, 2020 400.00	716687	26997	PROVOST & PRITCHARD CONSULTING INC		
716689 23226 RAMISCAL, OSCAR Dec 10, 2020 148.04 716690 20713 RANDY'S TOWING LLC Dec 10, 2020 37.00 716691 6682 RAYMONDS TROPHY AND AWARDS Dec 10, 2020 343.47 716692 28480 READY REFRESH Dec 10, 2020 143.56 716693 30460 REDFLEX TRAFFIC SYSTEMS INC Dec 10, 2020 55,794.78 716694 31449 REX PHINNEY CPA Dec 10, 2020 5,000.00 716695 10037 MISCELLANEOUS TRUST VENDOR Dec 10, 2020 400.00	716688	6555	QUINN COMPANY INC		
716690 20713 RANDY'S TOWING LLC Dec 10, 2020 37.00 716691 6682 RAYMONDS TROPHY AND AWARDS Dec 10, 2020 343.47 716692 28480 READY REFRESH Dec 10, 2020 143.56 716693 30460 REDFLEX TRAFFIC SYSTEMS INC Dec 10, 2020 55,794.78 716694 31449 REX PHINNEY CPA Dec 10, 2020 5,000.00 716695 10037 MISCELLANEOUS TRUST VENDOR Dec 10, 2020 400.00	716689	23226	RAMISCAL, OSCAR		
716691 6682 RAYMONDS TROPHY AND AWARDS Dec 10, 2020 343.47 716692 28480 READY REFRESH Dec 10, 2020 143.56 716693 30460 REDFLEX TRAFFIC SYSTEMS INC Dec 10, 2020 55,794.78 716694 31449 REX PHINNEY CPA Dec 10, 2020 5,000.00 716695 10037 MISCELLANEOUS TRUST VENDOR Dec 10, 2020 400.00	716690				37.00
716692 28480 READY REFRESH Dec 10, 2020 143.56 716693 30460 REDFLEX TRAFFIC SYSTEMS INC Dec 10, 2020 55,794.78 716694 31449 REX PHINNEY CPA Dec 10, 2020 5,000.00 716695 10037 MISCELLANEOUS TRUST VENDOR Dec 10, 2020 400.00					
716693 30460 REDFLEX TRAFFIC SYSTEMS INC Dec 10, 2020 55,794.78 716694 31449 REX PHINNEY CPA Dec 10, 2020 5,000.00 716695 10037 MISCELLANEOUS TRUST VENDOR Dec 10, 2020 400.00					
716694 31449 REX PHINNEY CPA Dec 10, 2020 5,000.00 716695 10037 MISCELLANEOUS TRUST VENDOR Dec 10, 2020 400.00					
716695 10037 MISCELLANEOUS TRUST VENDOR Dec 10, 2020 400.00					

	Vendor			
Check Number	Number	Vendor Name	Check Date	Check Amount
716697	10037	MISCELLANEOUS TRUST VENDOR	Dec 10, 2020	30.00
716698	6617	RLH FIRE PROTECTION	Dec 10, 2020	27,470.00
716699	13860	RUETTGERS & SCHULER CIVIL ENG	Dec 10, 2020	3,277.50
716700	31408	SABRINA MCDANIEL DBA CRIMSON SALON	Dec 10, 2020	5,000.00
716701	18072	SAFETY TEK INDUSTRIES INC	Dec 10, 2020	175.00
716702	24100	SANDOVAL CONSTRUCTION	Dec 10, 2020	200.00
716703	31451	SANDRA JACKSON-CARTER	Dec 10, 2020	5,000.00
716704	22538	SANTA BARBARA CONTROL SYSTEMS INC	Dec 10, 2020	1,874.84
716705	31461	SARABJEET SING MD INC	Dec 10, 2020	5,000.00
716706	21489	SCP DISTRIBUTORS LLC	Dec 10, 2020	996.06
716707	28955	SEAN BATTLE	Dec 10, 2020	5,120.00
716708	22839	SECURITY PAVING CO, INC	Dec 10, 2020	14,299.00
716709	31106	SEE SOURCE LLC	Dec 10, 2020	8,088.00
716710	22575	SEPULVEDA, JULIO	Dec 10, 2020	160.00
716711	7290	SERVICEMASTER OF BAKERSFIELD	Dec 10, 2020	2,285.00
716712	31443	SILVA, ALEX	Dec 10, 2020	5,000.00
716713	30812	SITREP SECURITY SOLUTIONS	Dec 10, 2020	3,847.50
716714	30576	SKIDATA INC	Dec 10, 2020	1,875.00
716715	18005	SLATER PLUMBING & MECHANICAL	Dec 10, 2020	6,084.40
716716	7434	SMART & FINAL IRIS COMPANY	Dec 10, 2020	113.89
716717	11907	SPARKLETTS/SIERRA SPRINGS	Dec 10, 2020	246.80
716718	22928	STAMPER, JUSTIN	Dec 10, 2020	160.00
716719	29986	STANDARD PLUMBING SUPPLY DBA FLOYDS	Dec 10, 2020	1.06
716720	10037	MISCELLANEOUS TRUST VENDOR	Dec 10, 2020	336.00
716721	7719	SUBURBAN PROPANE	Dec 10, 2020	6,192.33
716722	31459	SUPER SNACK MARKET	Dec 10, 2020	5,000.00
716723	7637	SWRCB - STORM WATER SECTION	Dec 10, 2020	24,502.00
716724	31462	TAJ MAHAL CUISINE OF INDIA INC	Dec 10, 2020	5,000.00
716725	27973	TEMPEST INTERACTIVE MEDIA LLC	Dec 10, 2020	600.00
716726	25338	TEN EIGHT TOW INC	Dec 10, 2020	37.00
716727	19961	THE HON COMPANY-C/O STINSONS	Dec 10, 2020	5,435.90
716728	31438	THE WRIGHT PLACE	Dec 10, 2020	5,000.00
716729	31410	TONY'S PIZZA	Dec 10, 2020	20,000.00
716730	31471	TONYS FIREHOUSE GRILL	Dec 10, 2020	20,000.00
716731	23837	TPX COMMUNICATIONS	Dec 10, 2020	1,481.01
716732	28514	TRAFFIC MANAGEMENT INC	Dec 10, 2020	7,930.81
716733	17451	TRANE COMMERCIAL SERVICE CO	Dec 10, 2020	23,323.54
716734	21369	TRANS-WEST SECURITY INC	Dec 10, 2020	27,082.55
716735	31452	TRI-UNITY REALTY INC	Dec 10, 2020	5,000.00
716736	70200	TRINITY SAFETY CO	Dec 10, 2020	393.76
716737	20359	TURF STAR INC	Dec 10, 2020	1,710.11
716738	31426	TWO GOATS & THE GOOSE INC	Dec 10, 2020	5,000.00
716739	15212	U.S. BEHAVIORAL HEALTH PLAN	Dec 10, 2020	2,540.80
716740	11235	UNIGLOBE GOLDEN EMPIRE TRAVEL	Dec 10, 2020	10,000.00
716741	27086	VALENTI, MARY	Dec 10, 2020	17,100.00
716742	8539	VALLEY INSTRUMENT SERVICE	Dec 10, 2020	43.38
716743	31472	VALLEY SMALL BUSINESS &	Dec 10, 2020	5,000.00
716744	30055	VAN SLOTEN, DONALD	Dec 10, 2020	160.00
716745		VANGUARD CLEANING SYSTEMS INC	Dec 10, 2020	1,236.75
716746		VERDUZCO, JOSE L	Dec 10, 2020	151.54
716747	70625	VERIZON WIRELESS	Dec 10, 2020	1,200.00
716748	28919	VERSATERM INC	Dec 10, 2020	296,897.00
716749		VIA BELLA SALON & SPA INC	Dec 10, 2020	5,000.00
716750		WATER SPLASH INC	Dec 10, 2020	530.00
716751	31402	WAUGH, MICHAEL	Dec 10, 2020	32.33

	Vendor			
Check Number	Number	Vendor Name	Check Date	Check Amount
716752	31445	WEIMIN RONG	Dec 10, 2020	5,000.00
716753	31421	WESTCHESTER LIQUOR/FILLING STATION	Dec 10, 2020	5,000.00
716754		WESTERN GRAPHICS	Dec 10, 2020	10,000.00
716755		WESTERN STATE DESIGN INC	Dec 10, 2020	112.86
716756		WOVET CONSTRUCTION INC	Dec 10, 2020	5,000.00
716757		YELLOW HOUSE MUSIC TOGETHER	Dec 10, 2020	5,000.00
716758		YORK ELECTRIC	Dec 10, 2020	5,000.00
716759		ZEP MANUFACTURING COMPANY	Dec 10, 2020	273.19
716760		ZOLL DATA SYSTEMS INC	Dec 10, 2020	11,085.00
716761		ZOOM IMAGING SOLUTIONS, INC.	Dec 10, 2020	465.50
716762	28757		Dec 10, 2020	4,828.18
716763		AT&T	Dec 10, 2020	19,563.33
716764 716765		AECOM TECHNICAL SERVICES INC BARC	Dec 10, 2020 Dec 10, 2020	720.00 13,333.33
716766		BARC	Dec 10, 2020	33,275.09
716767		BARC	Dec 10, 2020	17,886.98
716768		C W E A	Dec 10, 2020	91.00
716771		CALIFORNIA WATER SERVICE	Dec 10, 2020	23,133.49
716771		CITY OF BAKERSFIELD	Dec 10, 2020	641.20
716772		CITY OF BAKERSFIELD	Dec 10, 2020	293.43
716773		CITY OF BAKERSFIELD	Dec 10, 2020	15,105.00
716775		CITY OF BAKERSFIELD	Dec 10, 2020	7,769.62
716776		CITY OF BAKERSFIELD	Dec 10, 2020	285,327.78
716777		DEPARTMENT OF INDUSTRIAL RELATIONS	Dec 10, 2020	900.00
716778		EAST NILES COMMUNITY SERVICES	Dec 10, 2020	2,201.12
716780		FEDEX	Dec 10, 2020	328.41
716783		GRAINGER INC, W W	Dec 10, 2020	3,269.07
716786		HOME DEPOT	Dec 10, 2020	3,836.03
716789	30391	HOME DEPOT PRO	Dec 10, 2020	15,823.75
716790		KERN REFUSE DISPOSAL, INC	Dec 10, 2020	169,377.97
716792	15624	LOWE'S HOME IMPROVEMENT	Dec 10, 2020	2,377.84
716802	6114	PACIFIC GAS & ELECTRIC COMPANY	Dec 10, 2020	572,735.31
716803	13860	RUETTGERS & SCHULER CIVIL ENG	Dec 10, 2020	13,380.00
716804	13860	RUETTGERS & SCHULER CIVIL ENG	Dec 10, 2020	2,603.75
716805	13860	RUETTGERS & SCHULER CIVIL ENG	Dec 10, 2020	2,000.00
716806	30314	RYMAC GENERAL CONTRACTING & CONST	Dec 10, 2020	6,367.15
716807		SANCON TECHNOLOGIES INC	Dec 10, 2020	33,416.25
716808		SECURITY PAVING CO, INC	Dec 10, 2020	221,411.62
716809		SJVAPCD	Dec 10, 2020	80.00
716810		SJVAPCD	Dec 10, 2020	42.00
716811		SOCALGAS	Dec 10, 2020	79.91
716812		SOCALGAS	Dec 10, 2020	611.66
716813		SOUTHERN CALIFORNIA EDISON CO.	Dec 10, 2020	529.89
716814		SWRCB - STORM WATER SECTION	Dec 10, 2020	6,409.00
716815		T-MOBILE	Dec 10, 2020	34.73
716817		UNITED REFRIGERATION INC	Dec 10, 2020	2,730.52
716818		VERIZON WIRELESS	Dec 10, 2020	698.20
716819		VERIZON WIRELESS	Dec 10, 2020	25.02
716820 716821		WESTAIR GASES & EQUIPMENT INC WEX BANK	Dec 10, 2020 Dec 10, 2020	1,207.43 367.67
716822		JENNIFER BROCK	Dec 10, 2020	5,000.00
716823		MERCHANTS PRINTING & ENVELOPE	Dec 10, 2020 Dec 10, 2020	132.99
716824		PBN3 LLC INC	Dec 10, 2020	15,000.00
716825		TAYLOR EQUIPMENT & REPAIR, INC	Dec 10, 2020	1,469.60
716826		TREFZ, CRAIG	Dec 10, 2020	138.00
		—, -···-	,	.00.00

	Vendor			
Check Number	Number	Vendor Name	Check Date	Check Amount
716827	31326	VONCILE MCDANIEL	Dec 10, 2020	5,000.00
716828	11228	WOOD & RANDALL INC	Dec 11, 2020	500.00
716829	10204	ASSOCIATION BKFD POLICE OFFICER FCU	Dec 11, 2020	16,319.52
716830	10211	BAKERSFIELD FIREMEN	Dec 11, 2020	12,271.21
716831	10200	BAKERSFIELD FIREMEN RELIEF ASS	Dec 11, 2020	7,922.54
716832	10203	BAKERSFIELD POLICE BENEFIT	Dec 11, 2020	27,562.40
716833	10205	MUTUAL BENEFIT ASSOCIATION	Dec 11, 2020	1,903.98
716834	26810	RELIASTAR LIFE INSURANCE CO	Dec 11, 2020	2,557.73
716835	22324	SEIU LOCAL 521	Dec 11, 2020	15,966.50
716836	31478	KYLIE DECKARD & HER ATTORNEYS	Dec 15, 2020	25,000.00
716837		A C ELECTRIC COMPANY	Dec 17, 2020	11,172.14
716838		ACCESS CONTROLS INC	Dec 17, 2020	2,905.00
716839		ACCO CABLE SPLICING	Dec 17, 2020	140.73
716840		ACTION GLASS INC	Dec 17, 2020	690.00
716841		ADVANCED DISTRIBUTION CO	Dec 17, 2020	8,144.51
716842		AECOM TECHNICAL SERVICES INC	Dec 17, 2020	22,507.27
716843		AEP CALIFORNIA LLC	Dec 17, 2020	10,016.99
716844		AHMED ABDULMAJID	Dec 17, 2020	5,000.00
716845		ALIANZA RECYCLING & RECOVERY LLC	Dec 17, 2020	500.40
716846		ALL THAT LETTERING SIGN COMPNY	Dec 17, 2020	1,282.41
716847		ALLIED UNIVERSAL SECURITY SERVICES	Dec 17, 2020	8,582.79
716848		ALTAVAS DENTAL GROUP INC	Dec 17, 2020	10,000.00
716849		ALUMINUM CHUCK WAGON	Dec 17, 2020	6,624.14
716850		AMERICAN RED CROSS-HEALTH &	Dec 17, 2020	39.00
716851		AMERICAN SAFETY SERVICES INC	Dec 17, 2020	457.91
716852		APEX GENERAL CONSTRUCTION	Dec 17, 2020	1,529.00
716853		APPLIED LNG TECHNOLOGIES LLC	Dec 17, 2020	11,477.92
716854		ARMA COATINGS OF BAKERSFIELD	Dec 17, 2020	1,732.00
716855		ARROWHEAD FORENSICS	Dec 17, 2020	1,051.85
716856		ATS LLC	Dec 17, 2020	2,367.95
716857		BAKERSFIELD CALIFORNIAN	Dec 17, 2020	1,074.70
716858		BAKERSFIELD HOMELESS CENTER	Dec 17, 2020	24,426.32
716859		BAKERSFIELD HOMELESS CENTER	Dec 17, 2020	4,162.50
716860		BAKERSFIELD PLUMBING CO INC	Dec 17, 2020	142.50
716861		BAKERSFIELD RUBBER STAMP CO	Dec 17, 2020	339.20
716862		BAKERSFIELD SENIOR CENTER	Dec 17, 2020	5,622.70
716863		BAKERSFIELD TRUCK CENTER	Dec 17, 2020	271.80
716864		BASKIN MECHANICAL ENGINEERS INC	Dec 17, 2020	11,250.00
716865		BATTERY SYSTEMS INC	Dec 17, 2020	1,189.56
716866		BEHL, MANPREET	Dec 17, 2020	87.50
716867		BERNARD, TONY JR.	Dec 17, 2020	530.00
716868		BEST SMOG & TUNE UP	Dec 17, 2020	166.25
716869		BIG BRAND TIRE & SERVICE	Dec 17, 2020	731.98
716870		BLACKHOLE TECHNOLOGIES INC	Dec 17, 2020	21,769.20
716871		BOB'S AUTO GLASS INC	Dec 17, 2020	265.78
716872		BOLLES NURSERY LANDSCAPE	Dec 17, 2020	13.94
716873		BOUND TREE MEDICAL LLC	Dec 17, 2020	2,115.70
716874		BRIGHT HOUSE NETWORKS	Dec 17, 2020	144.98
716875		BSSR	Dec 17, 2020	196.00
716876		BUDGET BOLT INC	Dec 17, 2020	66.60
716877		C M R T A	Dec 17, 2020	125.00
716878		CALIFORNIA FACILITY SPECIALTIES INC	Dec 17, 2020	408.05
716879		MISCELLANEOUS TRUST VENDOR	Dec 17, 2020	251.00
716880		CEN-CAL CONSTRUCTION INC	Dec 17, 2020	15,092.90
716881	1888	CHAMPION HARDWARE	Dec 17, 2020	3,238.02

	Vendor			
Check Number	Number	Vendor Name	Check Date	Check Amount
716882	21220	CLEAN ENERGY INC	Dec 17, 2020	1,154.14
716883	25259	COMMERCIAL CLEANING SYSTEMS INC	Dec 17, 2020	6,958.33
716884	31365	CONNECTED SIGN LLC	Dec 17, 2020	4,002.31
716885	11572	CPRS	Dec 17, 2020	2,084.16
716886	31014	CROWN CASTLE USA INC	Dec 17, 2020	600.00
716887	27218	CUMMINS PACIFIC LLC	Dec 17, 2020	1,478.93
716888	31505	CUSHNYR, BRIAN	Dec 17, 2020	450.00
716889	30987	CUSTOM AIRE	Dec 17, 2020	285.00
716890	31500	CYNTHIA MCKINLEY	Dec 17, 2020	5,000.00
716891		DANNY HILL	Dec 17, 2020	5,000.00
716892		DAVES FLEET MAINT & TOWING INC	Dec 17, 2020	37.00
716893		DAVID JANES COMPANY	Dec 17, 2020	119.44
716894	26895	DE LAGE LANDEN INC	Dec 17, 2020	1,889.58
716895		DEBBIE CORLEY	Dec 17, 2020	5,000.00
716896	24231	DORLIS, TOM	Dec 17, 2020	25.00
716897	31499	DR RAND JACKSON CHIROPRACTIC	Dec 17, 2020	5,000.00
716898	31313	EAGLE, VINCENT	Dec 17, 2020	5,607.00
716899	31502	EDWARD RODGERS	Dec 17, 2020	5,000.00
716900	70408	EMERSON CHURCH	Dec 17, 2020	369.05
716901	546	ENVIRONMENTAL CONCEPTS	Dec 17, 2020	3,060.70
716902	29111	ENVIROTEK CORPORATION	Dec 17, 2020	4,897.68
716903	2901	FEDEX	Dec 17, 2020	177.54
716904	31498	FERGUSON RESOURCES INC	Dec 17, 2020	5,000.00
716905	31010	FIRST AMERICAN TITLE COMPANY	Dec 17, 2020	500.00
716906	19657	FIRST CHOICE SERVICES INC	Dec 17, 2020	108.16
716907	25339	FLEET SERVICES TOWING INC	Dec 17, 2020	74.00
716908	3090	FRANK J ZAMBONI & CO INC	Dec 17, 2020	100.49
716909	29826	FWD MG INC	Dec 17, 2020	90.93
716910	3251	GALEYS MARINE SUPPLY	Dec 17, 2020	329.73
716911	308	GARDENERS SUPPLY INC	Dec 17, 2020	139.43
716912	25779	GCI EQUIPMENT RENTAL	Dec 17, 2020	3,277.60
716913	3358	GILLIAM & SONS INC	Dec 17, 2020	57,352.45
716914	31491	GLENTZER ENTERPRISES, LLC	Dec 17, 2020	5,000.00
716915	3403	GOLDEN STATE PETERBILT	Dec 17, 2020	586.59
716916	31483	GOLDEN TIGER KARATE INC	Dec 17, 2020	5,000.00
716917	28415	GOLDSTREET DESIGN AGENCY INC	Dec 17, 2020	269.00
716918	3466	GREATER BAKERSFIELD CHAMBER OF	Dec 17, 2020	83,175.00
716919	24247	GREGS PETROLEUM SERVICES INC	Dec 17, 2020	3,551.99
716920	10037	MISCELLANEOUS TRUST VENDOR	Dec 17, 2020	42.68
716921	10037	MISCELLANEOUS TRUST VENDOR	Dec 17, 2020	42.68
716922	29101	GROUP DELTA CONSULTANTS INC	Dec 17, 2020	488.82
716923	26927	H & M GOPHER CONTROL	Dec 17, 2020	133.62
716924	3569	H & S BODY WORKS & TOWING	Dec 17, 2020	3,596.11
716925	31396	HACHLOV	Dec 17, 2020	2,001.90
716926	3617	HANNA BROPHY MACLEAN MCALEER	Dec 17, 2020	251.50
716927	31503	HEATHER ABBOTT	Dec 17, 2020	5,000.00
716928	30505	HOGAN, NILA	Dec 17, 2020	50.00
716929	30391	HOME DEPOT PRO	Dec 17, 2020	1,840.25
716930	11344	HONEYWELL ANALYTICS INC	Dec 17, 2020	772.00
716931	70182	HOUSING AUTHORITY OF KERN COUNTY	Dec 17, 2020	23,100.00
716932	18263	HUB CONSTRUCTION SPECIALTIES INC	Dec 17, 2020	205.41
716933	31497	HUGAIS UNLIMITED INV INC	Dec 17, 2020	15,000.00
716934	31124	IBI GROUP	Dec 17, 2020	18,363.75
716935	19632	INSIGHT ENVIRONMENTAL CONSULTANTS	Dec 17, 2020	270.00
716936	4089	J & E RESTAURANT SUPPLY INC	Dec 17, 2020	2,405.36

	Vendor			
Check Number	Number	Vendor Name	Check Date	Check Amount
716937	19283	JAM SERVICES INC	Dec 17, 2020	9,093.02
716938	147	JIM ALFTER CEMENT CONTRACTOR	Dec 17, 2020	40,484.70
716939	26387	JIM BURKE FORD-EQ	Dec 17, 2020	34,769.99
716940	4243	JORGENSEN & CO	Dec 17, 2020	121.22
716941		K & R TOWING	Dec 17, 2020	37.00
716942	4550	KCSOS	Dec 17, 2020	1,731,532.55
716943	31489	K K OPTOMETRIC EYE CARE INC	Dec 17, 2020	5,000.00
716944	30732	KERN COUNTY FORENSIC SERVICES LLC	Dec 17, 2020	3,750.00
716945	4529	KERN COUNTY PUBLIC WORKS	Dec 17, 2020	184,791.55
716946	4439	KERN COUNTY WASTE MANAGEMENT	Dec 17, 2020	216,402.04
716947	4573	KERN COUNTY WATER AGENCY	Dec 17, 2020	551,695.39
716948	4577	KERN DELTA WATER DIST	Dec 17, 2020	4,166.52
716949		KERN MACHINERY INC	Dec 17, 2020	41.79
716950		KERN REFUSE DISPOSAL, INC	Dec 17, 2020	1,563,842.32
716951	4701	KERN SPRINKLER LANDSCAPING INC	Dec 17, 2020	688.00
716952	31480	KEVIN SHILOH DBA AUDIO PRINT	Dec 17, 2020	5,000.00
716953	20194	KITCHEN, PAULA	Dec 17, 2020	90.72
716954	31039	KOEFRAN INDUSTRIES INCORPORATED	Dec 17, 2020	924.00
716955	12552	KURB KUT	Dec 17, 2020	3,250.00
716956	14219	L A GRINDING INC	Dec 17, 2020	125.00
716957	31488	LADIES AND GENTS BRIDAL	Dec 17, 2020	10,000.00
716958	31492	LARRY BROOKS	Dec 17, 2020	5,000.00
716959	10037	MISCELLANEOUS TRUST VENDOR	Dec 17, 2020	256.28
716960	30593	LEHIGH OUTFITTERS LLC	Dec 17, 2020	905.02
716961	31504	LINDA HOLMES	Dec 17, 2020	5,000.00
716962	31495	LOCALE FARM TO TABLE INC	Dec 17, 2020	5,000.00
716963	5133	LOOP ELECTRIC INC	Dec 17, 2020	4,000.00
716964	31487	LOUIE'S SEWER & DRAIN SERVICES INC	Dec 17, 2020	5,000.00
716965	31482	LVL FITNESS INC	Dec 17, 2020	5,000.00
716966	18492	M & S SECURITY SERVICES	Dec 17, 2020	7,488.00
716967	29558	MAIER, ROLAND	Dec 17, 2020	50.00
716968	10037	MISCELLANEOUS TRUST VENDOR	Dec 17, 2020	119.58
716969	20156	MEAD & HUNT INC	Dec 17, 2020	22,216.93
716970	7064	MERCHANTS PRINTING & ENVELOPE	Dec 17, 2020	3,829.09
716971	18520	METROPOLITAN RECYCLING LLC	Dec 17, 2020	67,593.53
716972	19252	MEYER CIVIL ENGINEERING INC	Dec 17, 2020	7,959.00
716973	24077	MICHEL AUTO TECH	Dec 17, 2020	7,236.77
716974	1316	MICHELIN NORTH AMERICA INC	Dec 17, 2020	5,729.80
716975	5547	MINUTEMAN PRESS	Dec 17, 2020	760.64
716976	28768	MKN & ASSOCIATES INC	Dec 17, 2020	3,256.77
716977	19305	MOORE IACOFANO GOLTSMAN INC (MIG)	Dec 17, 2020	16,588.75
716978	29249	MOTOR VEHICLE NETWORK	Dec 17, 2020	812.00
716979	885	MSC INDUSTRIAL SUPPLY CO INC	Dec 17, 2020	212.50
716980	30588	MY JOB DEPENDS ON AG MAGAZINE	Dec 17, 2020	500.00
716981	31501	NAILS BY JENNIFER FREITAS	Dec 17, 2020	5,000.00
716982	28528	NCE	Dec 17, 2020	10,440.00
716983	10037	MISCELLANEOUS TRUST VENDOR	Dec 17, 2020	114.00
716984	28659	NEXTECH SYSTEMS, INC	Dec 17, 2020	2,339.90
716985	25752	NISHIKAWA PROPERTY MAINTENANCE INC	Dec 17, 2020	9,309.00
716986	29253	NIXON PEABODY LLP	Dec 17, 2020	547.00
716987	20584	NORTHWEST METROLOGY	Dec 17, 2020	614.40
716988	20361	NOSSAMAN LLP	Dec 17, 2020	3,471.75
716989	5950	OBSERVER GROUP NEWSPAPERS	Dec 17, 2020	280.00
716990	30974	ODYSSEY GLOBAL	Dec 17, 2020	494.65
716991	30905	OLAGUEZ TRANSPORT	Dec 17, 2020	39,900.00

Number Number Vendor Name Check Amount		Vendor			
716994 2934 OSBORNE, THOMAS LANCE Dec 17, 2020 370.01 716996 29655 P & ADMINISTRATION SERVICES INC Dec 17, 2020 351.50 716996 29655 P & ADMINISTRATION SERVICES INC Dec 17, 2020 4,054.60 716997 29655 P & ADMINISTRATION SERVICES INC Dec 17, 2020 4,054.60 716997 29655 P & ADMINISTRATION SERVICES INC Dec 17, 2020 4,054.60 716998 6448 P T O SALES CORP / TRUCKPRO LLC Dec 17, 2020 451.59 716999 17512 PACHECO, URIEL Dec 17, 2020 60.00 717001 20446 PAPE MACHINERY INC Dec 17, 2020 54.11 717000 10037 MISCELLANEOUS TRUST VENDOR Dec 17, 2020 60.00 717001 20446 PAPE MACHINERY INC Dec 17, 2020 38,34.48 717002 25424 PET WASTE ELIMINATOR Dec 17, 2020 38,41.74 717004 31446 PLATINIM PAWS Dec 17, 2020 38,41.74 717004 31446 PLATINIM PAWS Dec 17, 2020 455.20 717006 6555 QUINN COMPANY INC Dec 17, 2020 5000.00 717006 6556 QUINN COMPANY INC Dec 17, 2020 5000.00 717007 3249 RAY GASKIN SERVICE INC Dec 17, 2020 101.03 717008 76656 SAYMA CHURCH Dec 17, 2020 778.49 717012 31446 REMIX ASSAN SERVICE INC Dec 17, 2020 778.49 717012 31446 REMIX ASSAN SERVICE INC Dec 17, 2020 778.49 717012 31496 REMIX ASSAN KITCHEN DEC 17, 2020 34.30 717012 31496 REMIX ASSAN KITCHEN DEC 17, 2020 5000.00 717014 19057 RODRIGUEZ & ASSOCIATES Dec 17, 2020 33.37 717014 19057 RODRIGUEZ & ASSOCIATES Dec 17, 2020 33.37 717016 27361 SC FUELS ASSOCIATES Dec 17, 2020 33.37 717016 27361 SC FUELS DEC 17, 2020 34.70 717016 27361 SC FUELS DEC 17, 2020 33.73 717017 31465 REMIX ASSAN KITCHEN DEC 17, 2020 33.73 717016 27361 SC FUELS DEC 17, 2020 33.73 717017 31436 SREENELEX PORTABLE PARTITIONS Dec 17, 2020 35.00.00 717020 28895 SCURITY PAWING CO, INC Dec 17, 2020 36.68.20.81 717021 31146 SEECTRON TECHNOLOGIES INC Dec 17, 2020 36.68.20.81 717021 31146 SEECTRON TECHNOLOGIES INC Dec 17, 2020 36.68.20.81 717022 28895 SCULTIONS DEC 17, 2020 36.68.20.81 717023 305676 SKIDATA INC Dec 17, 2020 36.68.20.81 717024 31486 STACIKY THIN & AWNING INC Dec 17, 2020 36.60.00 71	Check Number	Number	Vendor Name	Check Date	Check Amount
716994 29342 OSBORNE, THOMAS LANCE Dec 17, 2020 35,150 716996 29655 P & A DMINISTRATION SERVICES INC Dec 17, 2020 4,054,60 716997 29655 P & A ADMINISTRATION SERVICES INC Dec 17, 2020 4,054,60 716997 29655 P & A ADMINISTRATION SERVICES INC Dec 17, 2020 6,886,80 716998 6448 P TO SALES CORP, TRUCKPRO LLC Dec 17, 2020 5,111 7170001 10037 MISCELLARDOUS TRUST VENDOR Dec 17, 2020 5,111 717001 10037 MISCELLANDOUS TRUST VENDOR Dec 17, 2020 3,354,48 717001 20446 PAPE MACHINERY INC Dec 17, 2020 3,354,48 717002 25424 PET WASTE ELIMINATOR Dec 17, 2020 38,341,74 717004 31494 PLATINUM PAWS Dec 17, 2020 5,000,00 717005 6555 QUINN COMPANY INC Dec 17, 2020 38,341,74 717006 6555 QUINN COMPANY INC Dec 17, 2020 92,384,70 717007 3249 RAY GASKIN SERVICE INC Dec 17, 2020 92,384,70 717008 70605 RAYMA CHURCH Dec 17, 2020 275,00 717009 6682 RAYMONDS TROPHY AND AWARDS Dec 17, 2020 275,00 717010 20440 READY REFRESH DEC 17, 2020 34,30 717011 20480 READY REFRESH DEC 17, 2020 34,30 717011 20480 READY REFRESH DEC 17, 2020 34,30 717012 31496 REMIX SAISM KITCHEN DEC 17, 2020 34,30 717013 19057 RODRIGUEZ & ASSOCIATES DEC 17, 2020 33,37 717014 19057 RODRIGUEZ & ASSOCIATES DEC 17, 2020 33,37 717015 12665 SAN JOAQUIN FENCE & SUPPLY DEC 17, 2020 20,89,50 717016 2736 SCURITY PAVING CO, INC DEC 17, 2020 3,886,80 717022 31496 REMIX SAITH EL DEC 17, 2020 3,886,80 717023 30576 SKIDATA INC DEC 17, 2020 3,886,80 717016 2736 SCURITY PAVING CO, INC DEC 17, 2020 3,886,80 717017 31345 SCREENFILEX PORTABLE PARTITIONS DEC 17, 2020 3,886,80 717021 31496 SECURITY PAVING CO, INC DEC 17, 2020 3,886,80 717022 30576 SKIDATA INC DEC 17, 2020 3,886,80 717023 30576 SKIDATA INC DEC 17, 2020 3,886,80 717024 7434 SMART & FINAL IRIS COMPANY DEC 17, 2020 1,4730,00 717023 30576 SKIDATA INC DEC 17, 2020 1,4730,00 717031 10037 MISCELLARDOUS REPORTS INC DEC 17, 2020 1,4730,00 717024 7434 SMART & FINAL IRIS COMPANY DEC 17, 2020 1,4730,00 717031 10037 MISCELLARDOUS RUBLES INC DEC 17, 2020 1,4730,00 717032 29893 SCULTIONS DEC 17, 2020 1,4730,00 717034 30360 SYNAGRO WYT INC DEC 17, 20	716992	31074	ON THE HORIZON COMMUNICATIONS	Dec 17, 2020	2,000.00
716995 29655 P & A ADMINISTRATION SERVICES INC Dec 17, 2020 4,054.60 (716997 29655 P & A ADMINISTRATION SERVICES INC Dec 17, 2020 4,054.60 (716997 29655 P & A ADMINISTRATION SERVICES INC Dec 17, 2020 4,054.60 (716998 6445 P T O SALES CORP / TRUCKPRO LLC Dec 17, 2020 451.59 (716998 17512 PACHECO, URIEL Dec 17, 2020 6,000 (717001 10037 MISCELLANEOUS TRUST VENDOR Dec 17, 2020 6,000 (717001 20446 PAPE MACHINERY INC Dec 17, 2020 8,600 (717002 25424 PET WASTE ELIMINATOR Dec 17, 2020 8,600 (717003 29637 PINNACLE PETROLEUM INC Dec 17, 2020 38,341.74 (717004 3) 4144 PLATINUM PAWS Dec 17, 2020 4,500 (717004 3) 4144 PLATINUM PAWS Dec 17, 2020 4,500 (717005 6555 QUINN COMPANY INC Dec 17, 2020 15,000 (717006 6555 QUINN COMPANY INC Dec 17, 2020 101.03 (717007 3249 RAY GASKIN SERVICE INC Dec 17, 2020 101.03 (717007 3249 RAY GASKIN SERVICE INC Dec 17, 2020 775.00 (717006 6682 RAYMOL PURCHED (717004 717004 117004 117004 71	716993	10361	OPEN & SHUT ENTERPRISES	Dec 17, 2020	370.01
716996	716994	29342	OSBORNE, THOMAS LANCE	Dec 17, 2020	144.26
716997 29655 P. 8. A ADMINISTRATION SERVICES INC Dec 17, 2020 451.59 716998 6448 P.T.O. SALES CORP / TRUCKPRO LLC Dec 17, 2020 451.57 716999 17512 PACHECO, URIEL Dec 17, 2020 60.00 717001 10037 MISCELLANEOUS TRUST VENDOR Dec 17, 2020 60.00 717001 20446 PAPE MACHINERY INC Dec 17, 2020 36.60 717002 25424 PET WASTE ELIMINATOR Dec 17, 2020 3854.48 717002 25424 PET WASTE ELIMINATOR Dec 17, 2020 3854.17 717003 29637 PINNACLE PETROLEUM INC Dec 17, 2020 5,000.00 717005 6555 QUINN COMPANY INC Dec 17, 2020 453.20 717006 26366 QUINN COMPANY INC Dec 17, 2020 15,000.00 717007 3249 RAY GASKIN SERVICE INC Dec 17, 2020 101.03 717008 70605 RAYMA CHURCH Dec 17, 2020 170.03 717009 6682 RAYMOND STROPHY AND AWARDS Dec 17, 2020 776.49 717010 28480 READY REFRESH Dec 17, 2020 475.34 717011 6727 REFRIGERATION SUPPLIES DIST. INC Dec 17, 2020 34.30 717012 31496 REMIX ASIAN KITCHEN Dec 17, 2020 5,000.00 717013 199057 RODRIGUEZ & ASSOCIATES Dec 17, 2020 34.30 717014 19057 RODRIGUEZ & ASSOCIATES Dec 17, 2020 44.70 717015 12665 SAN JOAQUIN FENCE & SUPPLY Dec 17, 2020 47.70 717016 27361 SC FUELS DETABLE PARTITIONS Dec 17, 2020 47.70 717017 31345 SCREENFLEX PORTABLE PARTITIONS Dec 17, 2020 14.73 717019 28955 SEAN BATTLE Dec 17, 2020 14.73 717019 28955 SEAN BATTLE Dec 17, 2020 2,347.00 717020 16141 SELECTRON TECHNOLOGIES INC Dec 17, 2020 2,347.00 717021 51468 SES OURCE LLC 717022 16141 SELECTRON TECHNOLOGIES INC Dec 17, 2020 3,868.260.81 717021 71034 7434 SMART & FINAL IRIS COMPANY Dec 17, 2020 14.73 717025 29895 SEAN BATTLE Dec 17, 2020 14.73 717026 7586 SPECIALTY TRIM & AWNING INC Dec 17, 2020 14.73 717037 31468 STACI KS 717027 31468 STACI KS 717037 717038 7267 SKRCE ENVIRONMENTAL Dec 17, 2020 14.80 717021 16141 SELECTRON TECHNOLOGIES INC Dec 17, 2020 14.60 717022 16141 SELECTRON TECHNOLOGIES INC Dec 17, 2020 14.60 717031 10037 MISCELLANEOUS TRUST VENDOR Dec 17, 2020 14.60 717032 3050 SYNAGRO WITH INC Dec 17, 2020 14.70 717033 72695 STAY GREEN INC Dec 17, 2020 14.60 717034 3050 SYNAGRO WITH INC Dec 17, 2020 14.60 717034 3050 SYNAGRO WITH INC	716995	29655	P & A ADMINISTRATION SERVICES INC	Dec 17, 2020	351.50
716998 6448 P T O SALES CORP / TRUCKPRO LLC Dec 17, 2020 5451.59 716999 17512 PACHECO, URIEL Dec 17, 2020 54.11 717000 10037 MISCELLANEOUS TRUST VENDOR Dec 17, 2020 3.554.48 717001 20446 PAPE MACHINERY INC Dec 17, 2020 3.554.48 717002 25424 PET WASTE ELLIMINATOR Dec 17, 2020 38.66.00 717031 29637 PININACLE PETROLEUM INC Dec 17, 2020 38.341.74 717004 31484 PLATINUM PAWS Dec 17, 2020 5,000.00 717005 6555 GUINN COMPANY INC Dec 17, 2020 92.384.70 717006 26386 GUINN COMPANY INC Dec 17, 2020 92.384.70 717007 3249 RAY GASKIN SERVICE INC Dec 17, 2020 92.384.70 717008 70605 RAYMA CHURCH Dec 17, 2020 92.384.70 717009 6882 RAYMONDS TROPHY AND AWARDS Dec 17, 2020 176.09 717010 28480 READY REFRESH Dec 17, 2020 376.09 717011 6727 REFRIGERATION SUPPLIES DIST, INC Dec 17, 2020 33.73 717012 31496 REMIX ASIAN KITCHEN Dec 17, 2020 33.73 717014 19057 RODRIGUEZ & ASSOCIATES Dec 17, 2020 33.73 717015 12665 SAN JOAQUIN FENDE & SUPPLY Dec 17, 2020 33.73 717016 27361 SC FUELS DEC 17, 2020 34.76.00 717017 31345 SCREENFLEX PORTABLE PARTITIONS Dec 17, 2020 25.500.00 717018 25619 SCS TRACER ENVIRONMENTAL Dec 17, 2020 27.500 717019 28955 SEAN BATTLE Dec 17, 2020 24,76.00 717019 28955 SEAN BATTLE Dec 17, 2020 3,886,260.81 717021 31106 SEE SOURCE LLC Dec 17, 2020 3,887,260.81 717022 30576 SKIDATA INC Dec 17, 2020 3,887,260.81 717023 30576 SKIDATA INC Dec 17, 2020 3,887,260.81 717024 7334 KARDET ENVIRONMENTAL Dec 17, 2020 2,846,00 717025 29897 SOLUTIONS Dec 17, 2020 3,887,260.81 717027 31486 STACE ENVIRONMENTAL Dec 17, 2020 3,880,260.81 717028 29898 STANDAR PINING CO, INC Dec 17, 2020 3,880,260.81 717029 2565 SEAN BATTLE Dec 17, 2020 3,880,260.81 717021 31106 SEE SOURCE LLC Dec 17, 2020 3,880,260.81 717022 16414 SELECTRON TECHNOLOGIES INC Dec 17, 2020 3,880,260.81 717023 30576 SKIDATA INC Dec 17, 2020 3,880,260.81 717024 7334 KARDET ENVIROND DEC 17, 2020 3,880,260.81 717025 29897 SOLUTIONS Dec 17, 2020 3,880,300.81 717031 10037 MISCELLANEOUS TRUST VENDOR Dec 17, 2020 3,880,300.81 717033 7810 SYLVIA MENDEZ & ASSOCIATES Dec 17, 2020 3,880,300.81	716996	29655	P & A ADMINISTRATION SERVICES INC	Dec 17, 2020	4,054.60
716998 6448 P T O SALES CORP / TRUCKPRO LLC Dec 17, 2020 5451.59 716999 17512 PACHECO, URIEL Dec 17, 2020 54.11 717000 10037 MISCELLANEOUS TRUST VENDOR Dec 17, 2020 3,354.44 717001 20446 PAPE MACHINERY INC Dec 17, 2020 3,354.44 717002 25424 PET WASTE ELLIMINATOR Dec 17, 2020 38.66.00 717003 29637 PININACLE PETROLEUM INC Dec 17, 2020 38.341.74 717004 31484 PLATINUM PAWS Dec 17, 2020 453.20 717006 6555 GUINN COMPANY INC Dec 17, 2020 92,384.70 717007 3249 RAY GASKIN SERVICE INC Dec 17, 2020 92,384.70 717008 70605 RAYMA CHURCH Dec 17, 2020 92,384.70 717009 6682 RAYMONDS TROPHY AND AWARDS Dec 17, 2020 275.00 717010 28480 READY REFRESH Dec 17, 2020 475.43 717011 6727 REFRIGERATION SUPPLIES DIST. INC Dec 17, 2020 33.73 717012 31496 REMAX SIAN KITCHEN Dec 17, 2020 33.73 717014 19057 RODRIGUEZ & ASSOCIATES Dec 17, 2020 33.73 717016 27361 SC FUELS DEC 18.25 717017 31345 SCREENFLEX PORTABLE PARTITIONS Dec 17, 2020 21,086.19 717019 28495 SEAN BATTLE Dec 17, 2020 21,086.19 717010 28495 SEAN BATTLE Dec 17, 2020 33.70 717011 10057 RODRIGUEZ & ASSOCIATES Dec 17, 2020 34.75 717012 31496 SEMIX SERVICE & SUPPLY Dec 17, 2020 21,086.19 717016 27361 SC FUELS DEC 17, 2020 21,086.19 717017 31345 SCREENFLEX PORTABLE PARTITIONS Dec 17, 2020 21,086.19 717018 25619 SCS TRACER ENVIRONMENTAL Dec 17, 2020 2,248.00 717020 22839 SECURITY PAVING CO, INC Dec 17, 2020 3,367.00 717021 31106 SEE SOURCE LLC Dec 17, 2020 3,087.94 717024 7434 SMART & FINAL IRIS COMPANY Dec 17, 2020 3,087.94 717025 29897 SOLUTIONS Dec 17, 2020 2,248.00 717026 25649 STAY GREEN INC Dec 17, 2020 3,087.94 717027 31466 STAY GREEN INC Dec 17, 2020 1,268.00 717031 10037 MISCELLANEOUS TRUST VENDOR Dec 17, 2020 1,268.00 717031 10037 MISCELLANEOUS TRUST VENDOR Dec 17, 2020 1,269.00 717031 10037 MISCELLANEOUS TRUST VENDOR Dec 17, 2020 1,269.00 717031 29455 SUPPERION, LLC Dec 17, 2020 1,269.00 717031 20953 STANDAR PLUMBING SUPPLY DBA FLOYDS PEC 17, 2020 1,269.00 717031 20965 STANDAR PLUMBING SUPPLY DBA FLOYDS PEC 17, 2020 1,269.00 717034 303676 SKIDATA INC Dec 17, 2020 1,269.00 71	716997	29655	P & A ADMINISTRATION SERVICES INC	Dec 17, 2020	6,886.80
716999 17512 PACHECO, URIEL Dec 17, 2020 54.11 717000 10037 MISCELANEOUS TRUST VENDOR Dec 17, 2020 60.00 717001 20446 PAPE MACHINERY INC Dec 17, 2020 3,354.48 717002 25424 PET WASTE ELIMINATOR Dec 17, 2020 866.00 717003 29637 PINNACLE PETROLEUM INC Dec 17, 2020 5,000.00 717005 6550 GUINN COMPANY INC Dec 17, 2020 5,000.00 717006 6555 GUINN COMPANY INC Dec 17, 2020 92,384.70 717006 26386 QUINN COMPANY INC Dec 17, 2020 92,384.70 717007 3249 RAY GASKIN SERVICE INC Dec 17, 2020 101.03 717008 70605 RAYMA CHURCH Dec 17, 2020 275.00 717008 70605 RAYMA CHURCH Dec 17, 2020 101.03 717009 6682 RAYMONDS TROPHY AND AWARDS Dec 17, 2020 475.43 717010 28480 READY REFRESH Dec 17, 2020 475.43 717010 28480 READY REFRESH Dec 17, 2020 475.43 717010 28480 READY REFRESH Dec 17, 2020 34.30 717012 31496 REMIX ASIAN KITCHEN DEC 17, 2020 33.37 717014 19057 RODRIGUEZ & ASSOCIATES Dec 17, 2020 33.37 717014 19057 RODRIGUEZ & ASSOCIATES Dec 17, 2020 269.50 717016 27961 SC FUELS DEC 17, 2020 269.50 717016 27961 SC FUELS DEC 17, 2020 269.50 717017 31345 SCREENFLEX PORTABLE PARTITIONS DEc 17, 2020 269.50 717018 2665 SAN JOAQUIN FENCE & SUPPLY Dec 17, 2020 269.50 717019 28955 SCAN BATTLE DEC 17, 2020 3,363.0 717012 31406 REMIX ASIAN KINCHEN DEC 17, 2020 269.50 717016 27961 SC FUELS DEC 17, 2020 269.50 717016 27961 SC FUELS DEC 17, 2020 249.50 717017 31345 SCREENFLEX PORTABLE PARTITIONS DEc 17, 2020 269.50 717016 27961 SC FUELS DEC 17, 2020 279.50 717018 2695 SAN JOAQUIN FENCE & SUPPLY DEC 17, 2020 279.50 717019 28955 SCAN BATTLE DEC 17, 2020 29.450 0717022 16141 SELECTRON TECHNOLOGIES INC DEC 17, 2020 2,4950 0717022 16141 SELECTRON TECHNOLOGIES INC DEC 17, 2020 2,4950 0717022 16141 SELECTRON TECHNOLOGIES INC DEC 17, 2020 2,4950 0717022 26998 SOURCHIT PAVING CO, INC DEC 17, 2020 2,4950 00 717022 26908 STANDARD PLUMBING SUPPLY DBA FLOYDS DEC 17, 2020 146.08 717022 26998 STANDARD PLUMBING SUPPLY DBA FLOYDS DEC 17, 2020 146.08 717025 29998 SOURCHIT PAVING CO, INC DEC 17, 2020 146.08 3717026 29998 STANDARD PLUMBING SUPPLY DBA FLOYDS DEC 17, 2020 150.0	716998	6448	P T O SALES CORP / TRUCKPRO LLC		
717001 20446 PAPE MACHINERY INC Dec 17, 2020 3,354.48 717002 25424 PET WASTE ELIMINATOR Dec 17, 2020 866.00 717003 29637 PINNACLE PETROLEUM INC Dec 17, 2020 33,341.74 717004 31484 PLATINUM PAWS Dec 17, 2020 453.20 717005 6555 QUINN COMPANY INC Dec 17, 2020 453.20 717006 26386 QUINN COMPANY INC Dec 17, 2020 92,384.70 717007 3249 RAY GASKIN SERVICE INC Dec 17, 2020 101.03 717008 70605 RAYMA CHURCH Dec 17, 2020 275.00 717090 6682 RAYMONDS TROPHY AND AWARDS Dec 17, 2020 775.49 717010 28480 READY REFRESH Dec 17, 2020 775.43 717011 6727 REFRIGERATION SUPPLIES DIST. INC Dec 17, 2020 775.43 717012 31496 REMIX ASIAN KITCHEN Dec 17, 2020 475.43 717013 19057 RODRIGUEZ & ASSOCIATES Dec 17, 2020 44.70 717015 12665 SAN JOAQUIN FENCE & SUPPLY Dec 17, 2020 44.70 717016 27361 SC FUELS DEC 17, 2020 21,086.19 717017 31345 SCREENFLEX PORTABLE PARTITIONS Dec 17, 2020 21,086.19 717018 2669 SAN SECURITY PAVING CO, INC Dec 17, 2020 23,37.70 717018 2669 SC SAN BATTLE Dec 17, 2020 21,086.19 717020 22839 SECURITY PAVING CO, INC Dec 17, 2020 23,37.00 717021 31106 SEE SOURCE LLC Dec 17, 2020 23,387.01 717022 16161 SELECTRON TECHNOLOGIES INC Dec 17, 2020 23,387.01 717024 7434 SMART & FINAL IRIS COMPANY Dec 17, 2020 24,3850.00 717023 30576 SKIDATA INC Dec 17, 2020 34,850.00 717024 7434 SMART & FINAL IRIS COMPANY Dec 17, 2020 34,850.00 717025 28897 SOLUTIONS Dec 17, 2020 34,950.00 717026 7568 SPECIALTY TRIM & AWNING INC Dec 17, 2020 34,950.00 717031 100 STE SOURCE LLC Dec 17, 2020 34,950.00 717032 29665 STANDARD PLUMBING SUPPLY DBA FLOYDS Dec 17, 2020 34,950.00 717031 70037 1856 SFECIALTY TRIM & AWNING INC Dec 17, 2020 34,950.00 717031 10037 MISCELLANEOUS TRUST VENDOR Dec 17, 2020 5,000.00 717031 10037 MISCELLANEOUS TRUST VENDOR Dec 17, 2020 15,000.00 717031 71036 71037 1876 STAGER ENVIRONDEC Dec 17, 2020 5,000.00 717034 30496 STANDARD PLUMBING SUPPLY DBA FLOYDS Dec 17, 2020 5,000.00 717034 29565 TANDARD PLUMBING SUPPLY DBA FLOYDS Dec 17, 2020 5,000.00 717034 30496 STANDARD PLUMBING SUPPLY DBA FLOYDS Dec 17, 2020 5,000.00 717034 20965 TANDARD	716999	17512	PACHECO, URIEL		54.11
717002 25424 PET WASTE ELIMINATOR Dec 17, 2020 38,341.74 717003 29637 PINNACLE PETROLEUM INC Dec 17, 2020 5,000.00 717004 31484 PLATINUM PAWS Dec 17, 2020 5,000.00 717006 6555 QUINN COMPANY INC Dec 17, 2020 92,384.70 717007 3249 RAY GASKIN SERVICE INC Dec 17, 2020 92,384.70 717008 70605 RAYMA CHURCH Dec 17, 2020 101.03 717009 6682 RAYMONDIS TROPHY AND AWARDS Dec 17, 2020 275.00 717009 6682 RAYMONDIS TROPHY AND AWARDS Dec 17, 2020 775.49 717010 28480 READY REFRESH Dec 17, 2020 43.30 717011 6727 REFRIEGRATION SUPPLIES DIST. INC Dec 17, 2020 43.30 717012 31496 REMIX ASIAN KITCHEN Dec 17, 2020 43.30 717013 19957 RODRIGUEZ & ASSOCIATES Dec 17, 2020 44.70 717016 19957 RODRIGUEZ & ASSOCIATES Dec 17, 2020 24.70 717016 27931 SC PUELS DEC 17, 2020 21.086.19 717017 31345 SCREENFLEX PORTABLE PARTITIONS Dec 17, 2020 21.086.19 717018 26619 SCS TRACER ENVIRONMENTAL Dec 17, 2020 23.37 717020 22839 SECURITY PAVING CO, INC Dec 17, 2020 23.37 717021 31106 SEE SOURCE LLC Dec 17, 2020 23.370 717023 30576 SKIDATA INC Dec 17, 2020 23.370 717024 7434 SMARTA F RINAL IRIS COMPANY Dec 17, 2020 2, 347.00 717025 28957 SCALD RETINATIONS DEC 17, 2020 14,730.00 71703 30576 SKIDATA INC Dec 17, 2020 2, 347.00 717027 31468 STACIK ROYNER DEC 17, 2020 3, 3683.808.81 717027 31468 STACIK ROYNER DEC 17, 2020 2, 347.00 71703 30576 SKIDATA INC Dec 17, 2020 2, 3495.00 717024 7434 SMARTA F RINAL IRIS COMPANY Dec 17, 2020 146.08 717025 29895 SCALD ROYNER PLUMBING SUPPLY DBA FLOYDS Dec 17, 2020 146.08 717026 7586 SPECIALITY TRIM & AWNING INC Dec 17, 2020 146.08 717027 31486 STACIK KS DEC 17, 2020 146.08 717031 10037 MISCELLANEOUS TRUST VENDOR Dec 17, 2020 150.00 717031 29458 SUPERION, LLC Dec 17, 2020 150.00 717031 29458 SUPERION, LLC Dec 17, 2020 150.00 717031 10037 RISCELLANEOUS TRUST VENDOR Dec 17, 2020 150.00 717031 29458 SUPERION, LLC Dec 17, 2020 150.00 717031 10037 MISCELLANEOUS TRUST VENDOR Dec 17, 2020 150.00 717031 29458 SUPERION, LLC Dec 17, 2020 150.00 717034 34369 STACES LLC Dec 17, 2020 150.00 717034 34369 UNITED RESES SECURITY INC Dec 17, 20	717000	10037	MISCELLANEOUS TRUST VENDOR	Dec 17, 2020	60.00
717002 25424 PET WASTE ELIMINATOR Dec 17, 2020 866.00 717003 29637 PINNACLE PETROLEUM INC Dec 17, 2020 5,000.00 717004 31484 PLATINUM PAWS Dec 17, 2020 5,000.00 717006 6555 QUINN COMPANY INC Dec 17, 2020 92,384.70 717007 3249 RAY GASKIN SERVICE INC Dec 17, 2020 101.03 717008 70605 RAYMA CHURCH Dec 17, 2020 101.03 717009 6682 RAYMONDS TROPHY AND AWARDS Dec 17, 2020 775.00 717001 28480 READY REFRESH Dec 17, 2020 475.43 717010 76727 REFRIGERATION SUPPLIES DIST. INC Dec 17, 2020 43.30 717012 31496 REMIX ASIAN KITCHEN Dec 17, 2020 5,000.00 717013 19057 RODRIGUEZ & ASSOCIATES Dec 17, 2020 43.70 717016 27361 SC FUELS DEC 17, 2020 21.086.19 717016 27361 SC FUELS DEC 17, 2020 21.086.19 717017 31345 SCREENFLEX PORTABLE PARTITIONS Dec 17, 2020 21.086.19 717019 28955 SEAN BATTLE Dec 17, 2020 2,347.00 717019 28955 SEAN BATTLE DEC 17, 2020 2,347.00 717020 1614 SELECTRON TECHNOLOGIES INC Dec 17, 2020 2,347.00 717021 31106 SEE SOURCE LLC Dec 17, 2020 2,347.00 717022 1614 SELECTRON TECHNOLOGIES INC Dec 17, 2020 2,347.00 717023 30576 SKIDATA INC Dec 17, 2020 2,345.00 717024 7434 SMARTA FINAL IRIS COMPANY Dec 17, 2020 2,345.00 717026 29895 STANDER ASTOLING Dec 17, 2020 14,860.00 717027 31486 STACI KY STANDER DEC 17, 2020 2,345.00 717028 29895 SEAN FOR STANDER DEC 17, 2020 14,860.00 717029 1614 SELECTRON TECHNOLOGIES INC Dec 17, 2020 2,347.00 717020 17020 2615 SIGNATA INC Dec 17, 2020 2,345.00 717021 31106 SEE SOURCE LLC Dec 17, 2020 3,868.260.81 717022 1614 SELECTRON TECHNOLOGIES INC Dec 17, 2020 1,863.50 717024 7434 SMARTA FINAL IRIS COMPANY Dec 17, 2020 1,863.50 717025 28897 SOLUTIONS Dec 17, 2020 1,863.50 717026 7586 SPECIALTY TRIM & AWNING INC Dec 17, 2020 1,863.50 717027 31486 STACI KY SEEN SECURITY PADE DEC 17, 2020 1,863.50 717031 10037 MISCELLANEOUS TRUST VENDOR Dec 17, 2020 1,863.50 717032 29656 STANDARD PLUMBING SUPPLY DBA FLOYDS Dec 17, 2020 1,863.50 717031 29458 SUPERION, LLC Dec 17, 2020 1,770.00 717031 29458 SUPERION, LLC Dec 17, 2020 1,770.00 717031 29458 SUPERION, LLC Dec 17, 2020 1,770.00 717034 30456 STANDARD SE	717001	20446	PAPE MACHINERY INC	Dec 17, 2020	3,354.48
717004 3148 PLATINUM PAWS Dec 17, 2020 5,000.00 717005 6555 QUINN COMPANY INC Dec 17, 2020 453.20 717006 26386 QUINN COMPANY INC - EQ Dec 17, 2020 92,384.70 717007 3249 RAY GASKIN SERVICE INC Dec 17, 2020 275.00 717008 70605 RAYMA CHURCH Dec 17, 2020 275.00 717009 6682 RAYMONDS TROPHY AND AWARDS Dec 17, 2020 776.49 717010 28480 READY REFRESH Dec 17, 2020 475.43 717011 6727 REFRIGERATION SUPPLIES DIST. INC Dec 17, 2020 34.30 717012 31496 REMIX ASIAN KITCHEN Dec 17, 2020 34.30 717013 19957 RODRIGUEZ & ASSOCIATES Dec 17, 2020 44.70 717014 19057 RODRIGUEZ & ASSOCIATES Dec 17, 2020 44.70 717015 12665 SAN JOAQUIN FENCE & SUPPLY Dec 17, 2020 24.066.19 717017 31345 SCREENFLEX PORTABLE PARTITIONS Dec 17, 2020 24.086.19 717018 25619 SCS TRACER ENVIRONMENTAL Dec 17, 2020 24.700 717019 28955 SEAN BATTLE Dec 17, 2020 2,347.00 717020 22839 SECURITY PAVING CO, INC Dec 17, 2020 2,347.00 717021 31106 SEE SOURCE LLC Dec 17, 2020 2,347.00 717022 16141 SELECTRON TECHNOLOGIES INC Dec 17, 2020 3,868.260.81 717024 7434 SMART & FINAL IRIS COMPANY Dec 17, 2020 3,868.260.81 717025 7586 SPECIALTY TRIM & AWNING INC Dec 17, 2020 3,869.94 717026 7586 SPECIALTY TRIM & AWNING INC Dec 17, 2020 146.08 717027 31466 STAD KS SUPPLY DEC 17, 2020 146.08 717028 29897 SOLUTIONS Dec 17, 2020 146.09 717029 25604 STAY GREEN INC Dec 17, 2020 146.09 717029 25604 STAY GREEN INC Dec 17, 2020 146.09 717021 3106 SEE SUPPLUMBING SUPPLY DBA FLOYDS Dec 17, 2020 146.09 717023 30576 SKIDATA INC Dec 17, 2020 146.09 717024 7434 SMART & FINAL IRIS COMPANY Dec 17, 2020 146.09 717025 29897 SOLUTIONS Dec 17, 2020 146.09 717026 7586 SPECIALTY TRIM & AWNING INC Dec 17, 2020 146.09 717027 31466 STAD KS SUPPLUMBING SUPPLY DBA FLOYDS Dec 17, 2020 146.09 717031 10037 MISCELLANEOUS TRUST VENDOR Dec 17, 2020 146.09 717032 7637 SWRCB - STORM WATER SECTION Dec 17, 2020 150.00 717031 10037 MISCELLANEOUS TRUST VENDOR Dec 17, 2020 150.00 717031 10037 MISCELLANEOUS TRUST VENDOR Dec 17, 2020 150.00 717034 30460 SYNAGRO WWT INC Dec 17, 2020 17, 700.0 717036 25653 TAGRS LLC Dec 17, 2020	717002	25424	PET WASTE ELIMINATOR	Dec 17, 2020	
717004 3144 PLATINUM PAWS Dec 17, 2020 5,000.00 717005 6555 QUINN COMPANY INC Dec 17, 2020 92,384.70 717006 26386 QUINN COMPANY INC - EQ Dec 17, 2020 92,384.70 717007 3249 RAY GASKIN SERVICE INC Dec 17, 2020 275.00 717008 70605 RAYMA CHURCH Dec 17, 2020 275.00 717009 6862 RAYMONDS TROPHY AND AWARDS Dec 17, 2020 778.49 717010 28480 READY REFRESH Dec 17, 2020 475.43 717011 6727 REFRIGERATION SUPPLIES DIST. INC Dec 17, 2020 34.30 717012 31496 REMIX ASIAN KITCHEN Dec 17, 2020 34.30 717013 19967 RODRIGUEZ & ASSOCIATES Dec 17, 2020 34.70 717014 19967 RODRIGUEZ & ASSOCIATES Dec 17, 2020 269.50 717015 12665 SAN JOAQUIN FENCE & SUPPLY Dec 17, 2020 269.50 717016 27861 SC FUELS DEC 17, 2020 269.50 717017 31345 SCREENFLEX PORTABLE PARTITIONS Dec 17, 2020 21,086.19 717019 28955 SEAN BATTLE Dec 17, 2020 2,347.00 717020 22839 SECURITY PAVING CO, INC Dec 17, 2020 2,347.00 717021 31106 SEE SOURCE LLC Dec 17, 2020 2,347.00 717022 16141 SELECTRON TECHNOLOGIES INC Dec 17, 2020 2,347.00 717023 30576 SKIDATA INC Dec 17, 2020 2,848.00 717024 7434 SMART & FINAL IRIS COMPANY Dec 17, 2020 146.08 717025 29897 SOLUTIONS Dec 17, 2020 146.08 717026 7586 SPECIALTY TRIM & AWNING INC Dec 17, 2020 146.08 717027 31466 STANDARD PLUMBING SUPPLY DBA FLOYDS 717028 29807 STANDARD PLUMBING SUPPLY DBA FLOYDS 717029 25604 STAY GREEN INC 717020 2645 SUPPLY DBA FLOYDS 717021 10037 MISCELLANEOUS TRUST VENDOR Dec 17, 2020 188.35 717027 31466 STACI KS 717028 29807 SOLUTIONS Dec 17, 2020 180.30 717030 29458 SUPERION, LLC Dec 17, 2020 19.00.00 717031 10037 MISCELLANEOUS TRUST VENDOR Dec 17, 2020 19.00.00 717031 7610 SYNAGRO WWT INC Dec 17, 2020 19.00.00 717031 7610 SYNAGRO WWT INC Dec 17, 2020 19.00.00 717031 7610 SYNAGRO WWT INC Dec 17, 2020 19.00.00 717031 7610 SYNAGRO WWT INC Dec 17, 2020 19.00.00 717031 7610 SYNAGRO WWT INC Dec 17, 2020 19.00.00 717031 10037 MISCELLANEOUS TRUST VENDOR Dec 17, 2020 19.00.00 717031 29255 TATES JANITORIAL SERVICE Dec 17, 2020 19.00.00 717034 30460 SYNAGRO WWT INC Dec 17, 2020 19.00.00 717036 26583 TAGRS LLC Dec 17, 2020 309.0	717003	29637	PINNACLE PETROLEUM INC		
717006 26386 QUINN COMPANY INC - EQ Dec 17, 2020 92,384.70 717007 3249 RAY GASKIN SERVICE INC Dec 17, 2020 101.03 717008 70605 RAYMA CHURCH Dec 17, 2020 275.00 717009 6682 RAYMA CHURCH Dec 17, 2020 776.49 717010 28480 READY REFRESH Dec 17, 2020 475.43 717011 6727 REFRIGERATION SUPPLIES DIST. INC Dec 17, 2020 343.00 717012 31496 REMIX ASIAN KITCHEN Dec 17, 2020 343.00 717013 19057 RODRIGUEZ & ASSOCIATES Dec 17, 2020 33.73 717014 19057 RODRIGUEZ & ASSOCIATES Dec 17, 2020 44.70 717015 12665 SAN JOAQUIN FENCE & SUPPLY Dec 17, 2020 24.70 717016 27361 SC FUELS Dec 17, 2020 21,086.19 717017 31345 SCREENFLEX PORTABLE PARTITIONS Dec 17, 2020 21,086.19 717018 25619 SCS TRACER ENVIRONMENTAL Dec 17, 2020 2,347.00 717019 28955 SEAN BATTLE Dec 17, 2020 2,347.00 717020 22839 SECURITY PAVING CO, INC Dec 17, 2020 2,347.00 717021 31106 SEE SOURCE LLC Dec 17, 2020 2,345.00 717022 16141 SELECTRON TECHNOLOGIES INC Dec 17, 2020 2,345.00 717023 30576 SKIDATA INC Dec 17, 2020 3,868.260.81 717024 7434 SMART & FINAL IRIS COMPANY Dec 17, 2020 2,4550.00 717025 29897 SOLUTIONS Dec 17, 2020 3,868.260.81 717026 7566 SPECIALTY TRIM & AWNING INC Dec 17, 2020 3,868.260.81 717027 31466 STACI K'S Dec 17, 2020 146.08 717028 29869 STANDARD PLUMBING SUPPLY DBA FLOYDS 717029 25604 STAY GREEN INC Dec 17, 2020 146.08 717029 25604 STAY GREEN INC Dec 17, 2020 146.08 717029 25604 STAY GREEN INC Dec 17, 2020 160.00 717031 30376 MSKDATA INC Dec 17, 2020 160.00 717031 30376 MSKDATO WIT TRIM & AWNING INC Dec 17, 2020 160.00 717031 10405 STACI K'S Dec 17, 2020 150.00 717031 10405 STACI K'S Dec 17, 2020 2,447.50 717029 25604 STAY GREEN INC Dec 17, 2020 160.00 717031 10407 MISCELLANEOUS TRUST VENDOR Dec 17, 2020 150.00 717031 7037 31466 STACI K'S Dec 17, 2020 150.00 717031 7037 3780 SYNAGRO WYT INC Dec 17, 2020 150.00 717031 7037 3780 SYNAGRO WYT INC Dec 17, 2020 150.00 717034 30360 SYNAGRO WYT INC Dec 17, 2020 150.00 717036 2765 TAYLOR EQUIPMENT & REPAIR, INC Dec 17, 2020 150.00 717037 29053 TATES JANITORIAL SERVICE Dec 17, 2020 150.00 717040 12235 TOO FAT SAND	717004	31484	PLATINUM PAWS		
717006 26386 QUINN COMPANY INC - EQ Dec 17, 2020 92,384,70 717007 3249 RAY GASKIN SERVICE INC Dec 17, 2020 101.03 717008 70605 RAYMA CHURCH Dec 17, 2020 275.00 717009 6682 RAYMONDS TROPHY AND AWARDS Dec 17, 2020 475.43 717010 28480 READY REFRESH Dec 17, 2020 475.43 717011 6727 REFRIGERATION SUPPLIES DIST. INC Dec 17, 2020 5,000.00 717012 31496 REMIX ASIAN KITCHEN Dec 17, 2020 5,000.00 717013 19057 RODRIGUEZ & ASSOCIATES Dec 17, 2020 269.50 717014 19657 RODRIGUEZ & ASSOCIATES Dec 17, 2020 269.50 717015 12665 SAN JOAQUINI FENCE & SUPPLY Dec 17, 2020 269.50 717016 27361 SC FUELS Dec 17, 2020 21,086.19 717017 31345 SCREENFLEX PORTABLE PARTITIONS Dec 17, 2020 21,470.00 717018 26619 SCS TRACER ENVIRONMENTAL Dec 17, 2020 23,470.00 717020 22839 SECURITY PAVING CO, INC Dec 17, 2020 23,868.260.81 717021<	717005	6555	QUINN COMPANY INC	Dec 17, 2020	
717007 3249 RAY GASKIN SERVICE INC Dec 17, 2020 275.00 717008 70605 RAYMA CHURCH Dec 17, 2020 275.00 717009 6682 RAYMONDS TROPHY AND AWARDS Dec 17, 2020 475.43 717010 28480 READY REFRESH Dec 17, 2020 34.30 717011 6727 REFRIGERATION SUPPLIES DIST. INC Dec 17, 2020 5,000.00 717012 31496 REMIX ASIAN KITCHEN Dec 17, 2020 5,000.00 717013 19057 RODRIGUEZ & ASSOCIATES Dec 17, 2020 33.73 717014 19057 RODRIGUEZ & ASSOCIATES Dec 17, 2020 269.50 717015 12665 SAN JOAQUIN FENCE & SUPPLY Dec 17, 2020 269.50 717016 27361 SC FUELS Dec 17, 2020 21,086.19 717017 31345 SCREENFLEX PORTABLE PARTITIONS Dec 17, 2020 21,086.19 717018 25619 SCS TRACER ENVIRONMENTAL Dec 17, 2020 2,347.00 717019 28955 SEAN BATTLE Dec 17, 2020 2,347.00 717020 22839 SECURITY PAVING CO, INC Dec 17, 2020 3,688,260.81 717021	717006	26386	QUINN COMPANY INC - EQ		92,384.70
717008 7060S RAYMA CHURCH Dec 17, 2020 275.00 717009 6682 RAYMONDS TROPHY AND AWARDS Dec 17, 2020 778.49 717010 28480 READY REFRESH Dec 17, 2020 475.43 717011 6727 REFRIGERATION SUPPLIES DIST. INC Dec 17, 2020 34.30 717012 31496 REMIX ASIAN KITCHEN Dec 17, 2020 35.00 717013 19057 RODRIGUEZ & ASSOCIATES Dec 17, 2020 33.73 717014 19057 RODRIGUEZ & ASSOCIATES Dec 17, 2020 24.70 717015 12665 SAN JOAQUIN FENCE & SUPPLY Dec 17, 2020 21,086.19 717016 27361 SC FUELS Dec 17, 2020 21,086.19 717017 31345 SCREENFLEX PORTABLE PARTITIONS Dec 17, 2020 21,086.19 717018 25619 SCS TRACER ENVIRONMENTAL Dec 17, 2020 2,347.00 717019 28855 SEAN BATTLE Dec 17, 2020 2,347.00 717020 22839 SECURITY PAVING CO, INC Dec 17, 2020 2,347.00 717021 31106 SEE SOURGE LLC Dec 17, 2020 2,4950.00 717022 16141 SELEC	717007	3249	RAY GASKIN SERVICE INC		
717009 6682 RAYMONDS TROPHY AND AWARDS Dec 17, 2020 778.49 717010 28480 READY REFRESH Dec 17, 2020 475.43 717011 6727 REFRIGERATION SUPPLIES DIST. INC Dec 17, 2020 34.30 717012 31496 REMIX ASIAN KITCHEN Dec 17, 2020 5,000.00 717013 19057 RODRIGUEZ & ASSOCIATES Dec 17, 2020 33.73 717014 19057 RODRIGUEZ & ASSOCIATES Dec 17, 2020 44.70 717015 12665 SAN JOAQUIN FENCE & SUPPLY Dec 17, 2020 21,086.19 717016 27361 SC FUELS Dec 17, 2020 21,086.19 717017 31345 SCREENFLEX PORTABLE PARTITIONS Dec 17, 2020 21,086.19 717018 25619 SCS TRACER ENVIRONMENTAL Dec 17, 2020 5,500.00 717019 28955 SEAN BATTLE Dec 17, 2020 3,868.260.81 717020 22839 SECURITY PAVING CO, INC Dec 17, 2020 2,848.00 717021 31106 SEE SOURCE LLC Dec 17, 2020 24,950.00 717022 16141 SELECTRON TECHNOLOGIES INC Dec 17, 2020 24,950.00 717023	717008	70605	RAYMA CHURCH		
717010 28480 READY REFRESH Dec 17, 2020 34,30 717011 6727 REFRIGERATION SUPPLIES DIST. INC Dec 17, 2020 34,30 717012 31496 REMIX ASIAN KITCHEN Dec 17, 2020 30,30 717013 19057 RODRIGUEZ & ASSOCIATES Dec 17, 2020 33.73 717014 19057 RODRIGUEZ & ASSOCIATES Dec 17, 2020 44.70 717015 12665 SAN JOAQUIN FENCE & SUPPLY Dec 17, 2020 269.50 717016 27361 SC FUELS Dec 17, 2020 21,086.19 717017 31345 SCREENFLEX PORTABLE PARTITIONS Dec 17, 2020 14,730.00 717018 25619 SCS TRACER ENVIRONMENTAL Dec 17, 2020 5,500.00 717019 28955 SEAN BATTLE Dec 17, 2020 3,868,260.81 717020 22839 SECURITY PAVING CO, INC Dec 17, 2020 3,868,260.81 717021 31106 SEE SOURCE LLC Dec 17, 2020 3,868,260.81 717022 16141 SELECTRON TECHNOLOGIES INC Dec 17, 2020 3,987.94 717023 30576 SKIDATA INC Dec 17, 2020 3,987.94 717024	717009	6682	RAYMONDS TROPHY AND AWARDS		
717011 6727 REFRIGERATION SUPPLIES DIST. INC Dec 17, 2020 34.30 717012 31496 REMIX ASIAN KITCHEN Dec 17, 2020 5,000.00 717013 19057 RODRIGUEZ & ASSOCIATES Dec 17, 2020 33.73 717014 19057 RODRIGUEZ & ASSOCIATES Dec 17, 2020 299.50 717015 12665 SAN JOAQUIN FENCE & SUPPLY Dec 17, 2020 21,086.19 717016 27361 SC FUELS Dec 17, 2020 21,086.19 717017 31345 SCREENFLEX PORTABLE PARTITIONS Dec 17, 2020 14,730.00 717018 25619 SCS TRACER ENVIRONMENTAL Dec 17, 2020 5,500.00 717019 28955 SEAN BATTLE Dec 17, 2020 3,868,260.81 717021 31106 SEE SOURCE LLC Dec 17, 2020 3,868,260.81 717022 16141 SELECTRON TECHNOLOGIES INC Dec 17, 2020 24,950.00 717023 30576 SKIDATA INC Dec 17, 2020 24,950.00 717024 7434 SMART & FINAL IRIS COMPANY Dec 17, 2020 146.08 717025 29897 SOLUTIONS Dec 17, 2020 1,247.45 717026	717010	28480	READY REFRESH		
717012 31496 REMIX ASIAN KITCHEN Dec 17, 2020 5,000.00 717013 19957 RODRIGUEZ & ASSOCIATES Dec 17, 2020 33.73 717014 19957 RODRIGUEZ & ASSOCIATES Dec 17, 2020 24.70 717015 12665 SAN JOAQUIN FENCE & SUPPLY Dec 17, 2020 269.50 717016 27361 SC FUELS Dec 17, 2020 21,086.19 717017 31345 SCREENFLEX PORTABLE PARTITIONS Dec 17, 2020 14,730.00 717018 26519 SCS TRACER ENVIRONMENTAL Dec 17, 2020 14,730.00 717019 28855 SEAN BATTLE Dec 17, 2020 2,347.00 717020 22839 SECURITY PAVING CO, INC Dec 17, 2020 2,848.00 717021 31106 SEE SOURCE LLC Dec 17, 2020 24,950.00 717022 16141 SELECTRON TECHNOLOGIES INC Dec 17, 2020 24,950.00 717023 30576 SKIDATA INC Dec 17, 2020 3,967.94 717024 7343 KMART & FINAL IRIS COMPANY Dec 17, 2020 146.08 717025 29897 SOLUTIONS Dec 17, 2020 162.00 717026 7586 SPECIALTY	717011				
717013 19057 RODRIGUEZ & ASSOCIATES Dec 17, 2020 33.73 717014 19057 RODRIGUEZ & ASSOCIATES Dec 17, 2020 44.70 717015 12665 SAN JOAQUIN FENCE & SUPPLY Dec 17, 2020 269.50 717016 27361 SC FUELS Dec 17, 2020 21,086.19 717017 31345 SCREENFLEX PORTABLE PARTITIONS Dec 17, 2020 14,730.00 717018 25619 SCS TRACER ENVIRONMENTAL Dec 17, 2020 2,347.00 717019 28955 SEAN BATTLE Dec 17, 2020 2,347.00 717020 22839 SECURITY PAVING CO, INC Dec 17, 2020 2,848.00 717021 31106 SEE SOURCE LLC Dec 17, 2020 2,848.00 717022 16141 SELECTRON TECHNOLOGIES INC Dec 17, 2020 2,848.00 717023 30576 SKIDATA INC Dec 17, 2020 146.08 717024 7434 SMART & FINAL IRIS COMPANY Dec 17, 2020 146.08 717025 29897 SOLUTIONS Dec 17, 2020 12,47.45 717026 7586 SPECIALTY TRIM & AWNING INC Dec 17, 2020 12,47.45 717027 31486 STAC					
717014 19057 RODRIGUEZ & ASSOCIATES Dec 17, 2020 44.70 717015 12665 SAN JOAQUIN FENCE & SUPPLY Dec 17, 2020 269.50 717016 27361 SC FUELS Dec 17, 2020 21,086.19 717017 31345 SCREENFLEX PORTABLE PARTITIONS Dec 17, 2020 14,730.00 717018 25619 SCS TRACER ENVIRONMENTAL Dec 17, 2020 5,500.00 717019 28955 SEAN BATTLE Dec 17, 2020 2,347.00 717020 22839 SECURITY PAVING CO, INC Dec 17, 2020 2,848.00 717021 31106 SEE SOURCE LLC Dec 17, 2020 2,848.00 717022 16141 SELECTRON TECHNOLOGIES INC Dec 17, 2020 24,950.00 717023 30576 SKIDATA INC Dec 17, 2020 24,950.00 717024 7434 SMART & FINAL IRIS COMPANY Dec 17, 2020 146.08 717025 29897 SOLUTIONS Dec 17, 2020 188.35 717026 7586 SPECIALTY TRIM & AWNING INC Dec 17, 2020 188.35 717027 31486 STACI K'S Dec 17, 2020 160.00 717038 29986 STANDARD PLUMBIN					
717015 12665 SAN JOAQUIN FENCE & SUPPLY Dec 17, 2020 269.50 717016 27361 SC FUELS Dec 17, 2020 21,086.19 717017 31345 SCREENFLEX PORTABLE PARTITIONS Dec 17, 2020 14,730.00 717018 25619 SCS TRACER ENVIRONMENTAL Dec 17, 2020 5,500.00 717019 28955 SEAN BATTLE Dec 17, 2020 2,347.00 717020 22839 SECURITY PAVING CO, INC Dec 17, 2020 3,868,260.81 717021 31106 SEE SOURCE LLC Dec 17, 2020 24,950.00 717022 16141 SELECTRON TECHNOLOGIES INC Dec 17, 2020 24,950.00 717023 30576 SKIDATA INC Dec 17, 2020 3,987.94 717024 7434 SMART & FINAL IRIS COMPANY Dec 17, 2020 146.08 717025 29897 SOLUTIONS Dec 17, 2020 146.08 717026 7586 SPECIALTY TRIM & AWNING INC Dec 17, 2020 12,446 717027 31486 STACIA IS Dec 17, 2020 5,000.00 717028 29986 STANDARD PLUMBING SUPPLY DBA FLOYDS Dec 17, 2020 1,770.00 717030					
717016 27361 SC FUELS Dec 17, 2020 21,086.19 717017 31345 SCRENFLEX PORTABLE PARTITIONS Dec 17, 2020 14,730.00 717018 25619 SCS TRACER ENVIRONMENTAL Dec 17, 2020 5,500.00 717019 28955 SEAN BATTLE Dec 17, 2020 2,347.00 717020 22839 SECURITY PAVING CO, INC Dec 17, 2020 3,868,260.81 717021 31106 SEE SOURCE LLC Dec 17, 2020 2,488.00 717022 16141 SELECTRON TECHNOLOGIES INC Dec 17, 2020 24,950.00 717023 30576 SKIDATA INC Dec 17, 2020 3,987.94 717024 7434 SMART & FINAL IRIS COMPANY Dec 17, 2020 7,247.45 717025 29897 SOLUTIONS Dec 17, 2020 7,247.45 717026 7586 SPECIALTY TRIM & AWNING INC Dec 17, 2020 188.35 717027 31486 STACI K'S Dec 17, 2020 5,000.00 717028 29986 STANDARD PLUMBING SUPPLY DBA FLOYDS Dec 17, 2020 1,770.00 717030 29458 SUPERION, LLC Dec 17, 2020 1,50.00 717031 10037 MISC					
717017 31345 SCREENFLEX PORTABLE PARTITIONS Dec 17, 2020 14,730.00 717018 25619 SCS TRACER ENVIRONMENTAL Dec 17, 2020 5,500.00 717019 28955 SEAN BATTLE Dec 17, 2020 2,347.00 717020 22839 SECURITY PAVING CO, INC Dec 17, 2020 3,868,260.81 717021 31106 SEE SOURCE LLC Dec 17, 2020 24,980.00 717022 16141 SELECTRON TECHNOLOGIES INC Dec 17, 2020 24,950.00 717023 30576 SKIDATA INC Dec 17, 2020 3,987.94 717024 7434 SMART & FINAL IRIS COMPANY Dec 17, 2020 146.08 717025 29897 SOLUTIONS Dec 17, 2020 7,247.45 717026 7586 SPECIALTY TRIM & AWNING INC Dec 17, 2020 188.35 717027 31486 STACI K'S Dec 17, 2020 5,000.00 717028 29986 STANDARD PLUMBING SUPPLY DBA FLOYDS Dec 17, 2020 1,770.00 717030 29458 SUPERION, LLC Dec 17, 2020 1,770.00 717031 10037 MISCELLANEOUS TRUST VENDOR Dec 17, 2020 15,269.00 717032					
717018 25619 SCS TRACER ENVIRONMENTAL Dec 17, 2020 5,500.00 717019 28955 SEAN BATTLE Dec 17, 2020 2,347.00 717020 22839 SECURITY PAVING CO, INC Dec 17, 2020 3,868,260.81 717021 31106 SEE SOURCE LLC Dec 17, 2020 2,848.00 717022 16141 SELECTRON TECHNOLOGIES INC Dec 17, 2020 24,950.00 717023 30576 SKIDATA INC Dec 17, 2020 3,987.94 717024 7434 SMART & FINAL IRIS COMPANY Dec 17, 2020 146.08 717025 29897 SOLUTIONS Dec 17, 2020 7,247.45 717026 7586 SPECIALTY TRIM & AWNING INC Dec 17, 2020 188.35 717027 31486 STACI K'S Dec 17, 2020 5,000.00 717028 29986 STANDARD PLUMBING SUPPLY DBA FLOYDS Dec 17, 2020 260.94 717030 29458 SUPERION, LLC Dec 17, 2020 150.00 717031 10037 MISCELLANEOUS TRUST VENDOR Dec 17, 2020 349.39 717032 7637 SWRCB - STORM WATER SECTION Dec 17, 2020 2,950.00 717034 3036					
717019 28955 SEAN BATTLE Dec 17, 2020 2,347.00 717020 22839 SECURITY PAVING CO, INC Dec 17, 2020 3,868,260.81 717021 31106 SEE SOURCE LLC Dec 17, 2020 2,848.00 717022 16141 SELECTRON TECHNOLOGIES INC Dec 17, 2020 24,950.00 717023 30576 SKIDATA INC Dec 17, 2020 3,987.94 717024 7434 SMART & FINAL IRIS COMPANY Dec 17, 2020 146.08 717025 29897 SOLUTIONS Dec 17, 2020 7,247.45 717026 7586 SPECIALTY TRIM & AWNING INC Dec 17, 2020 188.35 717027 31486 STACI K'S Dec 17, 2020 188.35 717028 29986 STANDARD PLUMBING SUPPLY DBA FLOYDS Dec 17, 2020 160.94 717029 25604 STAY GREEN INC Dec 17, 2020 150.00 717030 29458 SUPERION, LLC Dec 17, 2020 150.00 717031 10037 MISCELLANEOUS TRUST VENDOR Dec 17, 2020 349.39 717032 7637 SWRCB - STORM WATER SECTION Dec 17, 2020 15,269.00 717033 7810 SYLVIA MENDE					
717020 22839 SECURITY PAVING CO, INC Dec 17, 2020 3,868,260.81 717021 31106 SEE SOURCE LLC Dec 17, 2020 2,848.00 717022 16141 SELECTRON TECHNOLOGIES INC Dec 17, 2020 24,950.00 717023 30576 SKIDATA INC Dec 17, 2020 3,987.94 717024 7434 SMART & FINAL IRIS COMPANY Dec 17, 2020 146.08 717025 29897 SOLUTIONS Dec 17, 2020 7,247.45 717026 7586 SPECIALTY TRIM & AWNING INC Dec 17, 2020 188.35 717027 31486 STACI K'S Dec 17, 2020 5,000.00 717028 29986 STANDARD PLUMBING SUPPLY DBA FLOYDS Dec 17, 2020 260.94 717029 25604 STAY GREEN INC Dec 17, 2020 1,770.00 717030 29458 SUPERION, LLC Dec 17, 2020 150.00 717031 10037 MISCELLANEOUS TRUST VENDOR Dec 17, 2020 15,269.00 717032 7637 SWRCB - STORM WATER SECTION Dec 17, 2020 15,269.00 717033 7810 SYLVIA MENDEZ & ASSOCIATES Dec 17, 2020 2,950.00 717034					
717021 31106 SEE SOURCE LLC Dec 17, 2020 2,848.00 717022 16141 SELECTRON TECHNOLOGIES INC Dec 17, 2020 24,950.00 717023 30576 SKIDATA INC Dec 17, 2020 3,987.94 717024 7434 SMART & FINAL IRIS COMPANY Dec 17, 2020 146.08 717025 29897 SOLUTIONS Dec 17, 2020 7,247.45 717026 7586 SPECIALTY TRIM & AWNING INC Dec 17, 2020 188.35 717027 31486 STACI K'S Dec 17, 2020 5,000.00 717028 29986 STANDARD PLUMBING SUPPLY DBA FLOYDS Dec 17, 2020 260.94 717029 25604 STAY GREEN INC Dec 17, 2020 1,770.00 717030 29458 SUPERION, LLC Dec 17, 2020 150.00 717031 10037 MISCELLANEOUS TRUST VENDOR Dec 17, 2020 349.39 717032 7637 SWRCB - STORM WATER SECTION Dec 17, 2020 15,069.00 717033 7810 SYLVIA MENDEZ & ASSOCIATES Dec 17, 2020 2,950.00 717034 30360 SYNAGRO WWT INC Dec 17, 2020 13,033.24 717035 31481 TAE					
717022 16141 SELECTRON TECHNOLOGIES INC Dec 17, 2020 24,950.00 717023 30576 SKIDATA INC Dec 17, 2020 3,987.94 717024 7434 SMART & FINAL IRIS COMPANY Dec 17, 2020 146.08 717025 29897 SOLUTIONS Dec 17, 2020 7,247.45 717026 7586 SPECIALTY TRIM & AWNING INC Dec 17, 2020 188.35 717027 31486 STACI K'S Dec 17, 2020 5,000.00 717028 29986 STANDARD PLUMBING SUPPLY DBA FLOYDS Dec 17, 2020 260.94 717029 25604 STAY GREEN INC Dec 17, 2020 1,770.00 717030 29458 SUPERION, LLC Dec 17, 2020 150.00 717031 10037 MISCELLANEOUS TRUST VENDOR Dec 17, 2020 349.39 717032 7637 SWRCB - STORM WATER SECTION Dec 17, 2020 15,269.00 717033 7810 SYLVIA MENDEZ & ASSOCIATES Dec 17, 2020 2,950.00 717034 30360 SYNAGRO WWT INC Dec 17, 2020 13,033.24 717035 31481 TAE RYONG TAEKWONDO SCHOOL Dec 17, 2020 1,760.00 717036 <t< td=""><td></td><td></td><td></td><td></td><td></td></t<>					
717023 30576 SKIDATA INC Dec 17, 2020 3,987.94 717024 7434 SMART & FINAL IRIS COMPANY Dec 17, 2020 146.08 717025 29897 SOLUTIONS Dec 17, 2020 7,247.45 717026 7586 SPECIALTY TRIM & AWNING INC Dec 17, 2020 188.35 717027 31486 STACI K'S Dec 17, 2020 5,000.00 717028 29986 STANDARD PLUMBING SUPPLY DBA FLOYDS Dec 17, 2020 260.94 717029 25604 STAY GREEN INC Dec 17, 2020 1,770.00 717030 29458 SUPERION, LLC Dec 17, 2020 150.00 717031 10037 MISCELLANEOUS TRUST VENDOR Dec 17, 2020 349.39 717032 7637 SWRCB - STORM WATER SECTION Dec 17, 2020 15,269.00 717033 7810 SYLVIA MENDEZ & ASSOCIATES Dec 17, 2020 2,950.00 717034 30360 SYNAGRO WWT INC Dec 17, 2020 13,033.24 717035 31481 TAE RYONG TAEKWONDO SCHOOL Dec 17, 2020 1,760.00 717036 25853 TAGRS LLC Dec 17, 2020 1,760.00 717038 276 TAYLOR EQUIP					
717024 7434 SMART & FINAL IRIS COMPANY Dec 17, 2020 146.08 717025 29897 SOLUTIONS Dec 17, 2020 7,247.45 717026 7586 SPECIALTY TRIM & AWNING INC Dec 17, 2020 188.35 717027 31486 STACI K'S Dec 17, 2020 5,000.00 717028 29986 STANDARD PLUMBING SUPPLY DBA FLOYDS Dec 17, 2020 260.94 717029 25604 STAY GREEN INC Dec 17, 2020 1,770.00 717030 29458 SUPERION, LLC Dec 17, 2020 150.00 717031 10037 MISCELLANEOUS TRUST VENDOR Dec 17, 2020 349.39 717032 7637 SWRCB - STORM WATER SECTION Dec 17, 2020 15,269.00 717033 7810 SYLVIA MENDEZ & ASSOCIATES Dec 17, 2020 15,269.00 717034 30360 SYNAGRO WWT INC Dec 17, 2020 13,033.24 717035 31481 TAE RYONG TAEKWONDO SCHOOL Dec 17, 2020 1,760.00 717036 25853 TAGRS LLC Dec 17, 2020 1,006.00 717038 276 TAYLOR EQUIPMENT & REPAIR, INC Dec 17, 2020 6,889.03 717040 <t< td=""><td>717023</td><td></td><td></td><td></td><td></td></t<>	717023				
717025 29897 SOLUTIONS Dec 17, 2020 7,247.45 717026 7586 SPECIALTY TRIM & AWNING INC Dec 17, 2020 188.35 717027 31486 STACI K'S Dec 17, 2020 5,000.00 717028 29986 STANDARD PLUMBING SUPPLY DBA FLOYDS Dec 17, 2020 260.94 717029 25604 STAY GREEN INC Dec 17, 2020 1,770.00 717030 29458 SUPERION, LLC Dec 17, 2020 150.00 717031 10037 MISCELLANEOUS TRUST VENDOR Dec 17, 2020 349.39 717032 7637 SWRCB - STORM WATER SECTION Dec 17, 2020 15,269.00 717033 7810 SYLVIA MENDEZ & ASSOCIATES Dec 17, 2020 15,069.00 717034 30360 SYNAGRO WWT INC Dec 17, 2020 13,033.24 717035 31481 TAE RYONG TAEKWONDO SCHOOL Dec 17, 2020 1,760.00 717036 25853 TAGRS LLC Dec 17, 2020 1,006.00 717037 29053 TATES JANITORIAL SERVICE Dec 17, 2020 1,006.00 717038 276 TAYLOR EQUIPMENT & REPAIR, INC Dec 17, 2020 6,889.03 717040 <		7434	SMART & FINAL IRIS COMPANY		
717026 7586 SPECIALTY TRIM & AWNING INC Dec 17, 2020 188.35 717027 31486 STACI K'S Dec 17, 2020 5,000.00 717028 29986 STANDARD PLUMBING SUPPLY DBA FLOYDS Dec 17, 2020 260.94 717029 25604 STAY GREEN INC Dec 17, 2020 1,770.00 717030 29458 SUPERION, LLC Dec 17, 2020 150.00 717031 10037 MISCELLANEOUS TRUST VENDOR Dec 17, 2020 349.39 717032 7637 SWRCB - STORM WATER SECTION Dec 17, 2020 15,269.00 717033 7810 SYLVIA MENDEZ & ASSOCIATES Dec 17, 2020 2,950.00 717034 30360 SYNAGRO WWT INC Dec 17, 2020 13,033.24 717035 31481 TAE RYONG TAEKWONDO SCHOOL Dec 17, 2020 5,000.00 717036 25853 TAGRS LLC Dec 17, 2020 1,760.00 717037 29053 TATES JANITORIAL SERVICE Dec 17, 2020 1,006.00 717038 276 TAYLOR EQUIPMENT & REPAIR, INC Dec 17, 2020 6,889.03 717040 12235 TOO FAT SANDWICHES Dec 17, 2020 309.00 717041					
717027 31486 STACI K'S Dec 17, 2020 5,000.00 717028 29986 STANDARD PLUMBING SUPPLY DBA FLOYDS Dec 17, 2020 260.94 717029 25604 STAY GREEN INC Dec 17, 2020 1,770.00 717030 29458 SUPERION, LLC Dec 17, 2020 150.00 717031 10037 MISCELLANEOUS TRUST VENDOR Dec 17, 2020 349.39 717032 7637 SWRCB - STORM WATER SECTION Dec 17, 2020 15,269.00 717033 7810 SYLVIA MENDEZ & ASSOCIATES Dec 17, 2020 2,950.00 717034 30360 SYNAGRO WWT INC Dec 17, 2020 13,033.24 717035 31481 TAE RYONG TAEKWONDO SCHOOL Dec 17, 2020 1,760.00 717036 25853 TAGRS LLC Dec 17, 2020 1,760.00 717037 29053 TATES JANITORIAL SERVICE Dec 17, 2020 1,006.00 717038 276 TAYLOR EQUIPMENT & REPAIR, INC Dec 17, 2020 309.00 717040 12235 TOO FAT SANDWICHES Dec 17, 2020 13,717.81 717041 21369 TRANS-WEST SECURITY INC Dec 17, 2020 13,717.81 717042	717026	7586	SPECIALTY TRIM & AWNING INC		
717028 29986 STANDARD PLUMBING SUPPLY DBA FLOYDS Dec 17, 2020 260.94 717029 25604 STAY GREEN INC Dec 17, 2020 1,770.00 717030 29458 SUPERION, LLC Dec 17, 2020 150.00 717031 10037 MISCELLANEOUS TRUST VENDOR Dec 17, 2020 349.39 717032 7637 SWRCB - STORM WATER SECTION Dec 17, 2020 15,269.00 717033 7810 SYLVIA MENDEZ & ASSOCIATES Dec 17, 2020 2,950.00 717034 30360 SYNAGRO WWT INC Dec 17, 2020 13,033.24 717035 31481 TAE RYONG TAEKWONDO SCHOOL Dec 17, 2020 5,000.00 717036 25853 TAGRS LLC Dec 17, 2020 1,760.00 717037 29053 TATES JANITORIAL SERVICE Dec 17, 2020 1,006.00 717038 276 TAYLOR EQUIPMENT & REPAIR, INC Dec 17, 2020 309.00 717040 12235 TOO FAT SANDWICHES Dec 17, 2020 13,717.81 717041 21369 TRANS-WEST SECURITY INC Dec 17, 2020 13,717.81 717042 70200 TRINITY SAFETY CO Dec 17, 2020 5,000.00 717044	717027			Dec 17, 2020	5,000.00
717030 29458 SUPERION, LLC Dec 17, 2020 150.00 717031 10037 MISCELLANEOUS TRUST VENDOR Dec 17, 2020 349.39 717032 7637 SWRCB - STORM WATER SECTION Dec 17, 2020 15,269.00 717033 7810 SYLVIA MENDEZ & ASSOCIATES Dec 17, 2020 2,950.00 717034 30360 SYNAGRO WWT INC Dec 17, 2020 13,033.24 717035 31481 TAE RYONG TAEKWONDO SCHOOL Dec 17, 2020 5,000.00 717036 25853 TAGRS LLC Dec 17, 2020 1,760.00 717037 29053 TATES JANITORIAL SERVICE Dec 17, 2020 1,006.00 717038 276 TAYLOR EQUIPMENT & REPAIR, INC Dec 17, 2020 6,889.03 717039 17153 TERMINIX INTERNATIONAL INC Dec 17, 2020 309.00 717040 12235 TOO FAT SANDWICHES Dec 17, 2020 224.00 717041 21369 TRANS-WEST SECURITY INC Dec 17, 2020 13,717.81 717042 70200 TRINITY SAFETY CO Dec 17, 2020 5,000.00 717043 31490 UNITED HOME HEALTH AGENCY LLC Dec 17, 2020 5,000.00 7	717028	29986	STANDARD PLUMBING SUPPLY DBA FLOYDS	Dec 17, 2020	
717030 29458 SUPERION, LLC Dec 17, 2020 150.00 717031 10037 MISCELLANEOUS TRUST VENDOR Dec 17, 2020 349.39 717032 7637 SWRCB - STORM WATER SECTION Dec 17, 2020 15,269.00 717033 7810 SYLVIA MENDEZ & ASSOCIATES Dec 17, 2020 2,950.00 717034 30360 SYNAGRO WWT INC Dec 17, 2020 13,033.24 717035 31481 TAE RYONG TAEKWONDO SCHOOL Dec 17, 2020 5,000.00 717036 25853 TAGRS LLC Dec 17, 2020 1,760.00 717037 29053 TATES JANITORIAL SERVICE Dec 17, 2020 1,006.00 717038 276 TAYLOR EQUIPMENT & REPAIR, INC Dec 17, 2020 6,889.03 717039 17153 TERMINIX INTERNATIONAL INC Dec 17, 2020 309.00 717040 12235 TOO FAT SANDWICHES Dec 17, 2020 13,717.81 717042 70200 TRINITY SAFETY CO Dec 17, 2020 13,717.81 717043 31490 UNITED HOME HEALTH AGENCY LLC Dec 17, 2020 5,000.00 717044 10428 UNITED REFRIGERATION INC Dec 17, 2020 5,000.00 <	717029	25604	STAY GREEN INC	Dec 17, 2020	1,770.00
717032 7637 SWRCB - STORM WATER SECTION Dec 17, 2020 15,269.00 717033 7810 SYLVIA MENDEZ & ASSOCIATES Dec 17, 2020 2,950.00 717034 30360 SYNAGRO WWT INC Dec 17, 2020 13,033.24 717035 31481 TAE RYONG TAEKWONDO SCHOOL Dec 17, 2020 5,000.00 717036 25853 TAGRS LLC Dec 17, 2020 1,760.00 717037 29053 TATES JANITORIAL SERVICE Dec 17, 2020 1,006.00 717038 276 TAYLOR EQUIPMENT & REPAIR, INC Dec 17, 2020 6,889.03 717039 17153 TERMINIX INTERNATIONAL INC Dec 17, 2020 309.00 717040 12235 TOO FAT SANDWICHES Dec 17, 2020 224.00 717041 21369 TRANS-WEST SECURITY INC Dec 17, 2020 13,717.81 717042 70200 TRINITY SAFETY CO Dec 17, 2020 443.83 717043 31490 UNITED HOME HEALTH AGENCY LLC Dec 17, 2020 5,000.00 717044 10428 UNITED REFRIGERATION INC Dec 17, 2020 308.00	717030	29458	SUPERION, LLC	Dec 17, 2020	
717033 7810 SYLVIA MENDEZ & ASSOCIATES Dec 17, 2020 2,950.00 717034 30360 SYNAGRO WWT INC Dec 17, 2020 13,033.24 717035 31481 TAE RYONG TAEKWONDO SCHOOL Dec 17, 2020 5,000.00 717036 25853 TAGRS LLC Dec 17, 2020 1,760.00 717037 29053 TATES JANITORIAL SERVICE Dec 17, 2020 1,006.00 717038 276 TAYLOR EQUIPMENT & REPAIR, INC Dec 17, 2020 6,889.03 717039 17153 TERMINIX INTERNATIONAL INC Dec 17, 2020 309.00 717040 12235 TOO FAT SANDWICHES Dec 17, 2020 224.00 717041 21369 TRANS-WEST SECURITY INC Dec 17, 2020 13,717.81 717042 70200 TRINITY SAFETY CO Dec 17, 2020 443.83 717043 31490 UNITED HOME HEALTH AGENCY LLC Dec 17, 2020 5,000.00 717044 10428 UNITED REFRIGERATION INC Dec 17, 2020 308.00	717031	10037	MISCELLANEOUS TRUST VENDOR	Dec 17, 2020	349.39
717034 30360 SYNAGRO WWT INC Dec 17, 2020 13,033.24 717035 31481 TAE RYONG TAEKWONDO SCHOOL Dec 17, 2020 5,000.00 717036 25853 TAGRS LLC Dec 17, 2020 1,760.00 717037 29053 TATES JANITORIAL SERVICE Dec 17, 2020 1,006.00 717038 276 TAYLOR EQUIPMENT & REPAIR, INC Dec 17, 2020 6,889.03 717039 17153 TERMINIX INTERNATIONAL INC Dec 17, 2020 309.00 717040 12235 TOO FAT SANDWICHES Dec 17, 2020 224.00 717041 21369 TRANS-WEST SECURITY INC Dec 17, 2020 13,717.81 717042 70200 TRINITY SAFETY CO Dec 17, 2020 443.83 717043 31490 UNITED HOME HEALTH AGENCY LLC Dec 17, 2020 5,000.00 717044 10428 UNITED REFRIGERATION INC Dec 17, 2020 467.29 717045 30884 VALLEY AG VOICE LLC Dec 17, 2020 308.00	717032	7637	SWRCB - STORM WATER SECTION	Dec 17, 2020	15,269.00
717035 31481 TAE RYONG TAEKWONDO SCHOOL Dec 17, 2020 5,000.00 717036 25853 TAGRS LLC Dec 17, 2020 1,760.00 717037 29053 TATES JANITORIAL SERVICE Dec 17, 2020 1,006.00 717038 276 TAYLOR EQUIPMENT & REPAIR, INC Dec 17, 2020 6,889.03 717039 17153 TERMINIX INTERNATIONAL INC Dec 17, 2020 309.00 717040 12235 TOO FAT SANDWICHES Dec 17, 2020 224.00 717041 21369 TRANS-WEST SECURITY INC Dec 17, 2020 13,717.81 717042 70200 TRINITY SAFETY CO Dec 17, 2020 443.83 717043 31490 UNITED HOME HEALTH AGENCY LLC Dec 17, 2020 5,000.00 717044 10428 UNITED REFRIGERATION INC Dec 17, 2020 467.29 717045 30884 VALLEY AG VOICE LLC Dec 17, 2020 308.00	717033	7810	SYLVIA MENDEZ & ASSOCIATES	Dec 17, 2020	2,950.00
717036 25853 TAGRS LLC Dec 17, 2020 1,760.00 717037 29053 TATES JANITORIAL SERVICE Dec 17, 2020 1,006.00 717038 276 TAYLOR EQUIPMENT & REPAIR, INC Dec 17, 2020 6,889.03 717039 17153 TERMINIX INTERNATIONAL INC Dec 17, 2020 309.00 717040 12235 TOO FAT SANDWICHES Dec 17, 2020 224.00 717041 21369 TRANS-WEST SECURITY INC Dec 17, 2020 13,717.81 717042 70200 TRINITY SAFETY CO Dec 17, 2020 443.83 717043 31490 UNITED HOME HEALTH AGENCY LLC Dec 17, 2020 5,000.00 717044 10428 UNITED REFRIGERATION INC Dec 17, 2020 467.29 717045 30884 VALLEY AG VOICE LLC Dec 17, 2020 308.00	717034	30360	SYNAGRO WWT INC	Dec 17, 2020	13,033.24
717037 29053 TATES JANITORIAL SERVICE Dec 17, 2020 1,006.00 717038 276 TAYLOR EQUIPMENT & REPAIR, INC Dec 17, 2020 6,889.03 717039 17153 TERMINIX INTERNATIONAL INC Dec 17, 2020 309.00 717040 12235 TOO FAT SANDWICHES Dec 17, 2020 224.00 717041 21369 TRANS-WEST SECURITY INC Dec 17, 2020 13,717.81 717042 70200 TRINITY SAFETY CO Dec 17, 2020 443.83 717043 31490 UNITED HOME HEALTH AGENCY LLC Dec 17, 2020 5,000.00 717044 10428 UNITED REFRIGERATION INC Dec 17, 2020 467.29 717045 30884 VALLEY AG VOICE LLC Dec 17, 2020 308.00	717035	31481	TAE RYONG TAEKWONDO SCHOOL	Dec 17, 2020	5,000.00
717038 276 TAYLOR EQUIPMENT & REPAIR, INC Dec 17, 2020 6,889.03 717039 17153 TERMINIX INTERNATIONAL INC Dec 17, 2020 309.00 717040 12235 TOO FAT SANDWICHES Dec 17, 2020 224.00 717041 21369 TRANS-WEST SECURITY INC Dec 17, 2020 13,717.81 717042 70200 TRINITY SAFETY CO Dec 17, 2020 443.83 717043 31490 UNITED HOME HEALTH AGENCY LLC Dec 17, 2020 5,000.00 717044 10428 UNITED REFRIGERATION INC Dec 17, 2020 467.29 717045 30884 VALLEY AG VOICE LLC Dec 17, 2020 308.00	717036	25853	TAGRS LLC	Dec 17, 2020	1,760.00
717039 17153 TERMINIX INTERNATIONAL INC Dec 17, 2020 309.00 717040 12235 TOO FAT SANDWICHES Dec 17, 2020 224.00 717041 21369 TRANS-WEST SECURITY INC Dec 17, 2020 13,717.81 717042 70200 TRINITY SAFETY CO Dec 17, 2020 443.83 717043 31490 UNITED HOME HEALTH AGENCY LLC Dec 17, 2020 5,000.00 717044 10428 UNITED REFRIGERATION INC Dec 17, 2020 467.29 717045 30884 VALLEY AG VOICE LLC Dec 17, 2020 308.00	717037	29053	TATES JANITORIAL SERVICE	Dec 17, 2020	1,006.00
717040 12235 TOO FAT SANDWICHES Dec 17, 2020 224.00 717041 21369 TRANS-WEST SECURITY INC Dec 17, 2020 13,717.81 717042 70200 TRINITY SAFETY CO Dec 17, 2020 443.83 717043 31490 UNITED HOME HEALTH AGENCY LLC Dec 17, 2020 5,000.00 717044 10428 UNITED REFRIGERATION INC Dec 17, 2020 467.29 717045 30884 VALLEY AG VOICE LLC Dec 17, 2020 308.00	717038	276	TAYLOR EQUIPMENT & REPAIR, INC	Dec 17, 2020	6,889.03
717041 21369 TRANS-WEST SECURITY INC Dec 17, 2020 13,717.81 717042 70200 TRINITY SAFETY CO Dec 17, 2020 443.83 717043 31490 UNITED HOME HEALTH AGENCY LLC Dec 17, 2020 5,000.00 717044 10428 UNITED REFRIGERATION INC Dec 17, 2020 467.29 717045 30884 VALLEY AG VOICE LLC Dec 17, 2020 308.00	717039	17153	TERMINIX INTERNATIONAL INC	Dec 17, 2020	309.00
717042 70200 TRINITY SAFETY CO Dec 17, 2020 443.83 717043 31490 UNITED HOME HEALTH AGENCY LLC Dec 17, 2020 5,000.00 717044 10428 UNITED REFRIGERATION INC Dec 17, 2020 467.29 717045 30884 VALLEY AG VOICE LLC Dec 17, 2020 308.00	717040	12235	TOO FAT SANDWICHES	Dec 17, 2020	224.00
717043 31490 UNITED HOME HEALTH AGENCY LLC Dec 17, 2020 5,000.00 717044 10428 UNITED REFRIGERATION INC Dec 17, 2020 467.29 717045 30884 VALLEY AG VOICE LLC Dec 17, 2020 308.00	717041	21369	TRANS-WEST SECURITY INC	Dec 17, 2020	13,717.81
717044 10428 UNITED REFRIGERATION INC Dec 17, 2020 467.29 717045 30884 VALLEY AG VOICE LLC Dec 17, 2020 308.00	717042	70200	TRINITY SAFETY CO	Dec 17, 2020	443.83
717045 30884 VALLEY AG VOICE LLC Dec 17, 2020 308.00	717043	31490	UNITED HOME HEALTH AGENCY LLC	Dec 17, 2020	5,000.00
	717044	10428	UNITED REFRIGERATION INC	Dec 17, 2020	467.29
717046 10037 MISCELLANEOUS TRUST VENDOR Dec 17, 2020 650.00	717045	30884	VALLEY AG VOICE LLC	Dec 17, 2020	308.00
	717046	10037	MISCELLANEOUS TRUST VENDOR	Dec 17, 2020	650.00

	Vendor			
Check Number	Number	Vendor Name	Check Date	Check Amount
717047	8520	VALLEY POWER SYSTEMS, INC	Dec 17, 2020	595.53
717048	15132	VALLEY PROPANE SERVICE	Dec 17, 2020	9,136.26
717049	20601	VERIZON WIRELESS	Dec 17, 2020	1,723.72
717050	30432	V3 COMPANIES LTD	Dec 17, 2020	3,080.93
717051	14647	WAXIE SANITARY SUPPLY INC	Dec 17, 2020	1,566.89
717052	19776	WEST PAYMENT CENTER	Dec 17, 2020	1,149.96
717053	28739	WESTAIR GASES & EQUIPMENT INC	Dec 17, 2020	396.08
717054	21702	WESTERN STATE DESIGN INC	Dec 17, 2020	615.05
717055	25542	WOLFE, RONALD	Dec 17, 2020	50.00
717056	9244	ZEP MANUFACTURING COMPANY	Dec 17, 2020	240.80
717057	25879	ZOOM IMAGING SOLUTIONS, INC.	Dec 17, 2020	571.08
717058	28854	3C PAYMENT (USA) CORP	Dec 17, 2020	100.00
717059	537	AT&T	Dec 17, 2020	1,179.62
717060	18484	AT&T	Dec 17, 2020	11,131.02
717067	10623	CALIFORNIA DEPARTMENT OF TAX AND	Dec 17, 2020	4,117.00
717070	1696	CALIFORNIA WATER SERVICE	Dec 17, 2020	32,961.20
717071	11937	CITY OF BAKERSFIELD	Dec 17, 2020	265.00
717072	10292	CITY OF BAKERSFIELD	Dec 17, 2020	0.33
717073	2050	CLIFFORD & BROWN	Dec 17, 2020	18,750.00
717074	801	CLIFFORD & BROWN TRUST	Dec 17, 2020	55,200.00
717077	3427	GRAINGER INC, W W	Dec 17, 2020	13,629.85
717079	3488	GREENFIELD COUNTY WATER DIST	Dec 17, 2020	858.21
717082	7933	HOME DEPOT	Dec 17, 2020	4,638.17
717083	27521	HOUSELOG, JULIE	Dec 17, 2020	100.28
717084	4570	KCTTC - JORDAN KAUFMAN	Dec 17, 2020	1,142.98
717086	4740	KERN TURF SUPPLY	Dec 17, 2020	3,370.42
717087	5133	LOOP ELECTRIC INC	Dec 17, 2020	18,202.44
717089	15624	LOWE'S HOME IMPROVEMENT	Dec 17, 2020	1,561.35
717090	12627	MARDEROSIAN & COHEN	Dec 17, 2020	80,000.00
717091	12748	MERRIMAN HURST & ASSOCIATES INC	Dec 17, 2020	3,800.00
717093	30937	OFFICE1	Dec 17, 2020	1,340.59
717094	18230	OILDALE MUTUAL WATER COMPANY	Dec 17, 2020	39.44
717096	6114	PACIFIC GAS & ELECTRIC COMPANY	Dec 17, 2020	206,260.56
717098	6376	PIONEER PAINT	Dec 17, 2020	8,425.75
717099	28902	PUBLIC AGENCY RISK MANAGERS ASSOC.	Dec 17, 2020	446.00
717100	7096	SJVAPCD	Dec 17, 2020	577.00
717101	7096	SJVAPCD	Dec 17, 2020	290.00
717102	7509	SOCALGAS	Dec 17, 2020	16.43
717103	7509	SOCALGAS	Dec 17, 2020	193.74
717104	7637	SWRCB - STORM WATER SECTION	Dec 17, 2020	1,961.00
717105	8611	VAUGHN WATER CO., INC.	Dec 17, 2020	7,376.11
717106	5158	W M LYLES COMPANY	Dec 17, 2020	42,569.03
717107	30002	MEDICAL EYE SERVICE COMPANY	Dec 17, 2020	5,206.64
717108	26810	RELIASTAR LIFE INSURANCE CO	Dec 17, 2020	4,077.38
717109	30027	U S BANK - PARS #6746022400	Dec 17, 2020	2,422.23
717110	30029	UNITED CONCORDIA DENTAL PLANS OF CA	Dec 17, 2020	45,046.54
717111	30020	UNUM	Dec 17, 2020	6,066.51
9995664	24821	DEPARTMENT OF THE TREASURY	Dec 10, 2020	179.68
9995665	30025	STATE DISBURSEMENT UNIT	Dec 10, 2020	20,497.40
9995666	11811	WELLS FARGO BANK	Dec 10, 2020	70,976.88
9995667	10199	BAKERSFIELD CITY EMPLOYEE	Dec 11, 2020	188,117.00
9995668	30014	EMPLOYMENT DEVELOPMENT DEPT	Dec 11, 2020	252,452.70
9995669	10217	I C M A RETIREMENT TRUST-303749	Dec 11, 2020	67,477.06
9995670	30010	IRS	Dec 11, 2020	735,803.72
9995671	16863	NATIONWIDE RETIREMENT SOLUTIONS	Dec 11, 2020	162,497.70

12/23/2020

CITY OF BAKERSFIELD - CHECK REGISTER FROM 12/04/2020 to 12/22/2020

PAGE 12

Vendor

	Vendoi			
Check Number	Number	Vendor Name	Check Date	Check Amount
9995672	20699	VANTAGEPOINT TRANSFER AGENTS C/O	Dec 11, 2020	41,834.89
9995673	30028	BLUE SHIELD OF CALIFORNIA-P	Dec 17, 2020	533,850.09
9995674	30021	KAISER PERMANENTE	Dec 17, 2020	238,478.00
9995675	10206	STATE OF CALIF - PERS	Dec 17, 2020	1,178,639.46
9995677	19630	UNION BANK	Dec 17, 2020	278,732.38
9995678	11811	WELLS FARGO BANK	Dec 17, 2020	68,510.02

\$18,424,220.64

				E-Payable
E-Payable Number	Vendor Number	Vendor Name	E-Payable Date	Amount
20010	24819	AD WEAR & SPECIALTY OF TX	Dec 10, 2020	\$4,231.93
20011	29	AFFINITY TRUCK CENTER	Dec 10, 2020	\$178.63
20012	26538	ARAMARK UNIFORM & CAREER APPAREL	Dec 10, 2020	\$3,002.86
20013	436	ARGO CHEMICAL INC	Dec 10, 2020	\$2,959.25
20014	576	B & B SURPLUS	Dec 10, 2020	\$140.18
20015	575	B C LABORATORIES	Dec 10, 2020	\$256.00
20016	611	B S & E COMPANY INC	Dec 10, 2020	\$551.65
20017	13424	BARNES WELDING SUPPLY	Dec 10, 2020	\$1,854.81
20018	1037	BERCHTOLD EQUIPMENT CO	Dec 10, 2020	\$416.91
20019	1163	BLUEPRINT SERVICE CO	Dec 10, 2020	\$2,313.89
20021	23090	BURTONS FIRE INC	Dec 10, 2020	\$274.93
20022	20747	CENTRAL SANITARY SUPPLY INC	Dec 10, 2020	\$677.70
20023	2162 13912	CONSOLIDATED ELECTRICAL DIST INC DIRECT SAFETY SOLUTIONS INC	Dec 10, 2020	\$3,654.16
20024 20025	2757	ELECTRIC MOTOR WORKS INC	Dec 10, 2020 Dec 10, 2020	\$1,579.60 \$100.00
20025	14055	FAST UNDERCAR LLC		\$1,055.41
20026	2874	FERGUSON ENTERPRISES INC	Dec 10, 2020 Dec 10, 2020	\$1,055.41
20027	30589	FRUIT GROWERS LABORATORY INC	Dec 10, 2020	\$236.00
20028	21739	GOLDEN EMPIRE TOWING INC	Dec 10, 2020	\$37.00
20029	3929	HYDRAULIC CONTROLS INC	Dec 10, 2020	\$211.52
20030	28917	JAN-PRO CLEANING SYSTEMS	Dec 10, 2020	\$3,282.70
20031	4171	JERRY & KEITHS INC	Dec 10, 2020	\$182.46
20032	1390	JIM BURKE FORD	Dec 10, 2020	\$5,567.58
20034	4178	JIM BURKE LINCOLN MERCURY	Dec 10, 2020	\$3,949.69
20035	4581	KERN ELECTRIC DISTRIBUTORS	Dec 10, 2020	\$32.88
20036	4680	KERN RIVER POWER EQUIPMENT INC	Dec 10, 2020	\$681.54
20037	4277	KME FIRE APPARATUS	Dec 10, 2020	\$77.70
20038	2267	L N CURTIS & SONS	Dec 10, 2020	\$1,817.77
20039	453	MUNICIPAL MAINTENANCE EQUIP INC	Dec 10, 2020	\$21.16
20040	24279	O'REILLY AUTO PARTS	Dec 10, 2020	\$139.47
20041	13209	PARKHOUSE TIRE INC	Dec 10, 2020	\$796.05
20042	6550	QUAD KNOPF INC	Dec 10, 2020	\$9,679.81
20044	7231	SEAL & PACKING SUPPLY CO	Dec 10, 2020	\$153.55
20045	28661	SERVEXO PROTECTIVE SERVICES	Dec 10, 2020	\$8,019.18
20046	19584	SMITH & SON TIRE INC	Dec 10, 2020	\$6,830.60
20047	22473	SOILS ENGINEERING INC	Dec 10, 2020	\$304.00
20048	14700	SOUTH COAST EMERGENCY VEHICLE SERV.	Dec 10, 2020	\$1,290.76
20049	25504	STATEWIDE TRAFFIC SAFETY & SIGNS	Dec 10, 2020	\$1,312.02
20050	7685	STINSON STATIONERS	Dec 10, 2020	\$11,775.72
20051	15868	TEL TEC SECURITY SYSTEM INC	Dec 10, 2020	\$666.54
20052	96	TYACK TIRES INC	Dec 10, 2020	\$897.43
20053	3593	HALL LETTER SHOP	Dec 10, 2020	\$573.40
20054	57	ABATE A WEED	Dec 17, 2020	\$255.50
20055	29	AFFINITY TRUCK CENTER	Dec 17, 2020	\$285.40
20056	26538	ARAMARK UNIFORM & CAREER APPAREL	Dec 17, 2020	\$3,436.13
20057	436	ARGO CHEMICAL INC	Dec 17, 2020	\$1,402.94
20058	576	B & B SURPLUS	Dec 17, 2020	\$929.11
20059	575	B C LABORATORIES	Dec 17, 2020	\$955.00
20060	611	B S & E COMPANY INC	Dec 17, 2020	\$1,315.70
20061	30290	BAKERSFIELD AUTO PARTS	Dec 17, 2020	\$400.48
20062	877	BAKERSFIELD WELL & PUMP	Dec 17, 2020	\$69,450.00
20063	13424	BARNES WELDING SUPPLY	Dec 17, 2020	\$55.06
20064	1037	BERCHTOLD EQUIPMENT CO	Dec 17, 2020	\$5,789.03
20065	1163	BLUEPRINT SERVICE CO	Dec 17, 2020	\$305.09
20066	18753	BRIDGEPORT TRUCK MANUFACTURING	Dec 17, 2020	\$1,097.83
20067	23090	BURTONS FIRE INC	Dec 17, 2020	\$1,823.77

				E-Payable
E-Payable Number	Vendor Number	Vendor Name	E-Payable Date	Amount
20068	1477	CAL VALLEY EQUIPMENT INC	Dec 17, 2020	\$145.00
20069	20747	CENTRAL SANITARY SUPPLY INC	Dec 17, 2020	\$310.84
20070	17239	CENTRAL VALLEY OCCUPATIONAL INC	Dec 17, 2020	\$210.29
20071	2162	CONSOLIDATED ELECTRICAL DIST INC	Dec 17, 2020	\$11,887.30
20072	13912	DIRECT SAFETY SOLUTIONS INC	Dec 17, 2020	\$4,580.69
20073	27459	EVOQUA WATER TECHNOLOGIES	Dec 17, 2020	\$10,005.01
20074	14055	FAST UNDERCAR LLC	Dec 17, 2020	\$464.30
20075	2874	FERGUSON ENTERPRISES INC	Dec 17, 2020	\$365.20
20076	30589	FRUIT GROWERS LABORATORY INC	Dec 17, 2020	\$826.00
20077	16838	GIBBS INTERNATIONAL TRUCK CTR. INC	Dec 17, 2020	\$289.16
20078	21739	GOLDEN EMPIRE TOWING INC	Dec 17, 2020	\$862.00
20079	3593	HALL LETTER SHOP	Dec 17, 2020	\$1,367.92
20080	3929	HYDRAULIC CONTROLS INC	Dec 17, 2020	\$3,148.59
20081	4171	JERRY & KEITHS INC	Dec 17, 2020	\$14.51
20082	1390	JIM BURKE FORD	Dec 17, 2020	\$730.81
20083	15694	JIMS TOWING INC	Dec 17, 2020	\$4,545.00
20084	4680	KERN RIVER POWER EQUIPMENT INC	Dec 17, 2020	\$113.46
20085	4277	KME FIRE APPARATUS	Dec 17, 2020	\$133.24
20086	24086	MAR-CO EQUIPMENT CORP	Dec 17, 2020	\$1,745.95
20087	453	MUNICIPAL MAINTENANCE EQUIP INC	Dec 17, 2020	\$1,156.45
20088	24279	O'REILLY AUTO PARTS	Dec 17, 2020	\$344.83
20089	13209	PARKHOUSE TIRE INC	Dec 17, 2020	\$1,680.34
20090	6550	QUAD KNOPF INC	Dec 17, 2020	\$32,622.80
20091	19584	SMITH & SON TIRE INC	Dec 17, 2020	\$1,829.55
20092	22473	SOILS ENGINEERING INC	Dec 17, 2020	\$37,677.00
20093	23456	SORENSON, VERNON MD INC	Dec 17, 2020	\$19,771.00
20094	14700	SOUTH COAST EMERGENCY VEHICLE SERV.	Dec 17, 2020	\$7,178.88
20095	22620	SOUTHWEST LIFT & EQUIPMENT INC	Dec 17, 2020	\$150.00
20096	25504	STATEWIDE TRAFFIC SAFETY & SIGNS	Dec 17, 2020	\$4,998.96
20097	7685	STINSON STATIONERS	Dec 17, 2020	\$8,182.14
20098	7728	SULLY & SON HYDRAULICS INC	Dec 17, 2020	\$1,015.46
20099	21158	TARGET SPECIALTY PRODUCTS	Dec 17, 2020	\$1,039.20
20100	15868	TEL TEC SECURITY SYSTEM INC	Dec 17, 2020	\$115.00
20101	96	TYACK TIRES INC	Dec 17, 2020	\$698.61
20102	21212	WHITE CAP CONSTRUCTION SUPPLY	Dec 17, 2020	\$3,080.12
20103	9010	WILLIAMS CLEANING SYSTEMS INC	Dec 17, 2020	\$4,745.47

347,726.07

18,771,946.71



ADMINISTRATIVE REPORT

MEETING DATE: 1/6/2021 Consent – Ordinances c.

TO: Honorable Mayor and City Council

FROM: Christopher Boyle, Development Services Director

DATE: 11/30/2020

WARD: Ward 2

SUBJECT: First reading of ordinance amending the Official Zoning Map in Title 17

of the Bakersfield Municipal Code by changing the zone district from a PCD (Planned Commercial Development) zone to a CC (Commercial Center) zone on 1.38 acres located at 1001 Baker Street. A resolution adopting Addendum to the Mitigated Negative Declaration will also be

considered.(ZC No. 20-0267)

STAFF RECOMMENDATION:

City staff and Planning Commission recommend first reading of the ordinance and adoption of the resolution.

BACKGROUND:

The project is a request by the Housing Authority of the County of Kern ("HACK") to change the zone classification from PCD (Planned Commercial Development) to CC (Commercial Center), or more restrictive zone on 1.38 acres located at 1001 Baker Street. The intent of the CC (Commercial Center) zone is to allow for development in the city that are planned for large-scale mixed use centers consisting of commercial and high density residential uses.

The property owner is the Bakersfield Redevelopment Successor Agency ("Agency") which holds all assets of the former Bakersfield Redevelopment Agency. The Bakersfield City Council acts as the governing board of the Agency. The zone change is being requested by HACK in partnership with the Cesar Chavez Foundation, to facilitate construction a mixed-use high density residential (affordable housing) and commercial building. This type of development is consistent with the surrounding neighborhood which already includes similar mixed use buildings to the north.

Although no site plan has been submitted for processing, the applicant has provided a design for discussion purposes to infill the vacant site with a 3-story structure, situated over an underground parking garage. The design provides for 85 dwelling units (62 units/acre), in addition to a community service center at street level and landscaped courtyards. If the zone change is approved, the Bakersfield Municipal Code requires the applicant obtain site plan approval. During this process, the development plans will be reviewed by the Site Plan Review Committee to ensure the project is consistent with the general plan and zoning ordinance as implemented by adopted city regulations,

and all other development standards.

ENVIRONMENTAL REVIEW AND DETERMINATION:

Pursuant to the California Environmental Quality Act (CEQA) an initial study was prepared for GPA/ZC #05-1930 and a Mitigated Negative Declaration (MND) was adopted on May 24, 2006 (City Council Resolution No. 137-06). In accordance with CEQA Guidelines Section 15164, and addendum to a previously certified environmental document may be prepared if some changes or additions are necessary but none of the conditions described in CEQA Guidelines Section 15162 calling for the preparation of a subsequent document have occurred. Staff concluded that no further environmental documentation is necessary because no substantial changes are proposed, there are no substantial changes in circumstances under which the project will be undertaken, and no new environmental impacts have been identified. Mitigation measures from GPA/ZC No. 05-1930 have been included in the attached draft resolution to adopt the addendum to the Mitigation Negative Declaration.

PUBLIC NOTIFICATION:

Notice of public hearing before the Planning Commission of the City of Bakersfield for the project with the associated proposed addendum to the Negative Declaration was advertised in the newspaper and posted on the bulletin board of the Bakersfield City Planning Department. All property owners within 300 feet of the project site were notified about the hearing and the proposed subdivision at least 10 days prior to the public hearing in accordance with State law. The applicant has provided proof that signs giving public notice of the proposed tract map were posted on the property 20 to 60 days prior to the public hearing before the Planning Commission. No written comments have been received.

PLANNING COMMISSION ACTION:

This project was considered by the Planning Commission on December 3, 2020. With no one speaking in support or opposition, the request remained on consent agenda with the Commission unanimously recommending City Council approve the zone change from PCD to CC. A copy of the staff report is attached.

OVERALL RECOMMENDATION:

The Project has been found to be consistent with the General Plan policies and the City Zoning Ordinance requirements. Therefore, City staff and the Planning Commission recommend that the City Council adopt the Addendum to the Mitigated Negative Declaration and approve Zone Change No. 20-0267.

ATTACHMENTS:

	Description	Type
D	Ordinance	Ordinance
D	Resolution - MND Addendum	Resolution
D	Planning Commission Staff Report	Staff Report

ORDINANCE NO.

AN ORDINANCE OF THE BAKERSFIELD CITY COUNCIL APPROVING AN AMENDMENT TO TITLE 17 OF THE BAKERSFIELD MUNICIPAL CODE TO CHANGE THE ZONE DISTRICT LOCATED AT 1001 BAKER STREET (NORTHEAST CORNER OF BAKER AND KENTUCKY STREETS). (ZC NO. 20-0267).

WHEREAS, Housing Authority of the County of Kern filed an application with the City of Bakersfield Development Services Department requesting an amendment to Title 17 of the Bakersfield Municipal Code to change the Zone District from a PCD (Planned Commercial Development) zone to a CC (Commercial Center) zone, or more restrictive zone district on 1.38 acres located at the northeast corner of Baker and Kentucky Streets, as shown on attached Exhibit "A", (the "Project"), and more specifically described in attached Exhibit "B;" and

WHEREAS, the Planning Commission held a public hearing on December 3, 2020, and approved Resolution No. 58-20which recommended that the City Council approve the Project; and

WHEREAS, the City Council has adopted an Addendum to the Mitigated Negative Declaration for the Project; and

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

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

SECTION 1.

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

- 1. The above recitals, incorporated herein, are true and correct.
- 2. The Planning Commission's findings as contained in its Resolution No. 58-20 are hereby adopted.
- 3. The Project is subject to mitigation measures found the adopted Addendum to the Mitigated Negative Declaration for the Project.
- 4. The Project is hereby approved and incorporating the change into the official zoning map as described in Bakersfield Municipal Code Section 17.06.020 located on the map as shown in Exhibit A and as specifically described in Exhibit B, all of which are incorporated herein.

SECTION 2.

This ordin	nance must be p	osted in ac	cordance v	vith the Bakers	sfield Municipal (Dode
and will becom	ne effective not	less than 30	days from	and after the	date of its passo	ge.

			000
	the C	City of Bakersfield	foregoing Ordinance was passed and adopted by the at a regular meeting held on,
AYES: NOES: ABSTAIN: ABSENT:	CC	OUNCILMEMBER:	IAS, GONZALES, WEIR, SMITH, FREEMAN, GRAY, PARLIER
			JULIE DRIMAKIS, CMC CITY CLERK and Ex Officio Clerk of the Council of the City of Bakersfield
APPROVE	O		
KAREN GC MAYOR of		city of Bakersfield	
APPROVEI VIRGINIA (City Attorr	GENN		
	ANA G	ALLARDO-KING Attorney	
Exhibits:	A B	Zone Change Ma Legal Description	р

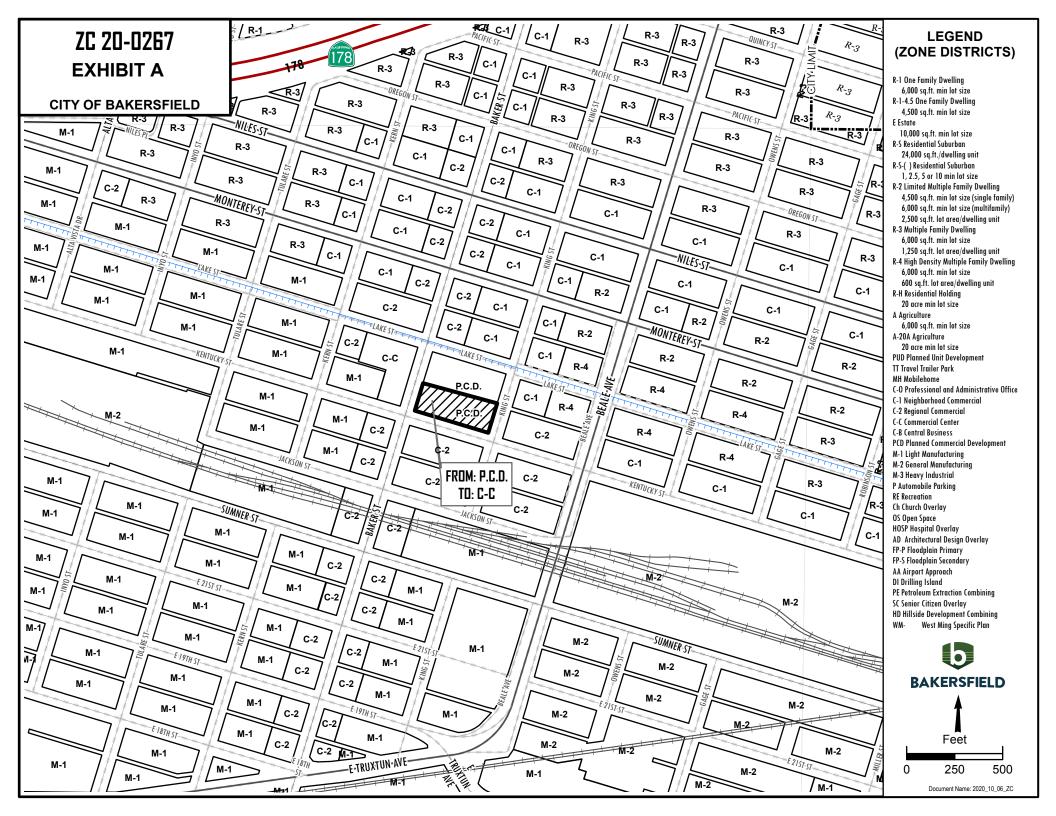


EXHIBIT B ZONE CHANGE NO. 20-0267 LEGAL DESCRIPTION

LOTS 17 THROUGH 32 INCLUSIVE, IN BLOCK 57 OF THAT PORTION OF THE CITY OF BAKERSFIELD, FORMERLY KNOWN AS THE TOWN OF KERN, IN THE CITY OF BAKERSFIELD, COUNTY OF KERN, STATE OF CALIFORNIA, AS PER MAP RECORDED JANUARY 12, 1889, IN BOOK 1, PAGES 15 AND 16, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TOGETHER WITH THE SOUTH HALF OF THE VACATED ALLEY ADJACENT THERETO THAT WOULD PASS BY OPERATION OF LAW, AS ABANDONED BY THE CITY OF BAKERSFIELD PURSUANT TO RESOLUTION NO. 136-06, RECORDED MAY 30, 2006, AS INSTRUMENT NO. 0206132307 AND RECORDED DECEMBER 1, 2006, AS INSTRUMENT NO. 0206295259, BOTH OF OFFICIAL RECORDS.

ALSO, TOGETHER WITH THAT PORTION OF THE EAST HALF OF BAKER STREET, THE NORTH HALF OF KENTUCKY STREET AND THE WEST HALF OF KING STREET LYING ADJACENT TO THERETO. BEING ALSO DESCRIBED AS FOLLOWS:

PARCEL 4 OF PARCEL MAP WAIVER NO. 07-0937 AS EVIDENCED BY CERTIFICATE OF COMPLIANCE RECORDED SEPTEMBER 11, 2007, AS INSTRUMENT NO. 0207186324 OF OFFICIAL RECORDS, ALSO BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 29 SOUTH, RANGE 28 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF BAKERSFIELD, COUNTY OF KERN STATE OF CALIFORNIA.

P.L.S. No. 7816

DERRILL G. WHITTEN JR.

PLS 7816

RESOLUTION	NO
KESOLUTION	NO.

RESOLUTION OF THE BAKERSFIELD CITY COUNCIL ADOPTING AN ADDENDUM TO A MITIGATED NEGATIVE DECLARATION FOR AN AMENDMENT TO TITLE 17 OF THE BAKERSFIELD MUNICIPAL CODE TO CHANGE THE ZONE DISTRICT LOCATED 1001 BAKER STREET (NORTHEAST CORNER OF BAKER AND KENTUCKY STREETS). (ZC NO. 20-0267)

WHEREAS, Housing Authority of the County of Kern filed an application with the City of Bakersfield Development Services Department requesting an amendment to Title 17 of the Bakersfield Municipal Code to change the Zone District from a PCD (Planned Commercial Development) zone to a CC (Commercial Center) zone, or more restrictive zone district on 1.38 acres located at the northeast corner of Baker and Kentucky Streets, as shown on attached Exhibit "B", (the "Project"); and

WHEREAS, an initial study was conducted and it was determined that the original Project, GPA/ZC 05-1930, would not have a significant effect on the environment; therefore, a Negative Declaration with mitigation measures was prepared in accordance with the California Environmental Quality Act (CEQA); and

WHEREAS, the City of Bakersfield adopted a Mitigated Negative Declaration (MND) for GPA/ZC 05-1930 by Resolution No.137-06; and

WHEREAS, CEQA Guidelines Section 15164 allows an addendum to a previously certified environmental document to be prepared if some changes or additions are necessary but none of the conditions described in CEQA Guidelines Section 15162 calling for the preparation of a subsequent document have occurred; and

WHEREAS, the Clerk of the City Council set Wednesday, January 6, 2021 at 5:15 p.m. in the Council Chambers of City Hall, 1501 Truxtun Avenue, Bakersfield, California, as the time and place before the City Council to consider the proposed Negative Declaration; and

WHEREAS, during the hearing, the City Council considered all facts, testimony, and evidence concerning the staff report, Addendum to the Mitigated Negative Declaration and the Planning Commission's deliberation, and action.

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

- 1. The above recitals, incorporated herein, are true and correct.
- 2. The Planning Commission's findings as contained in its Resolution No. 57-20 are hereby adopted.

	subject to the mitigation measures in Exhibit "A" for the Project on the map as shown in Exhibit B, both of which are incorporated
Council of the	TIFY that the foregoing Resolution was passed and adopted by the City of Bakersfield at a regular meeting held on, by the following vote:
NOES: COUNCI ABSTAIN: COUNCI	MEMBER: ARIAS, GONZALES, WEIR, SMITH, FREEMAN, GRAY, PARLIER MEMBER: MEMBER: MEMBER:
	JULIE DRIMAKIS, CMC CITY CLERK and Ex Officio Clerk of the Council of the City of Bakersfield
APPROVED	
KAREN GOH MAYOR of the City	of Bakersfield
APPROVED as to for VIRGINIA GENNARO City Attorney	
By:	
Exhibits: A Mitigati B Locatio	on Measures n Map

3. The Addendum to the Mitigated Negative Declaration for the Project is hereby

By: jeng/ S:\Zone Change\01_Active\2020\20-0267 (1001 Baker)\1CC\1st Reading\Env Res\20-0267 CC RES ENV.docx

Exhibit A ZONE CHANGE NO. 20-0267 MITIGATION MEASURES

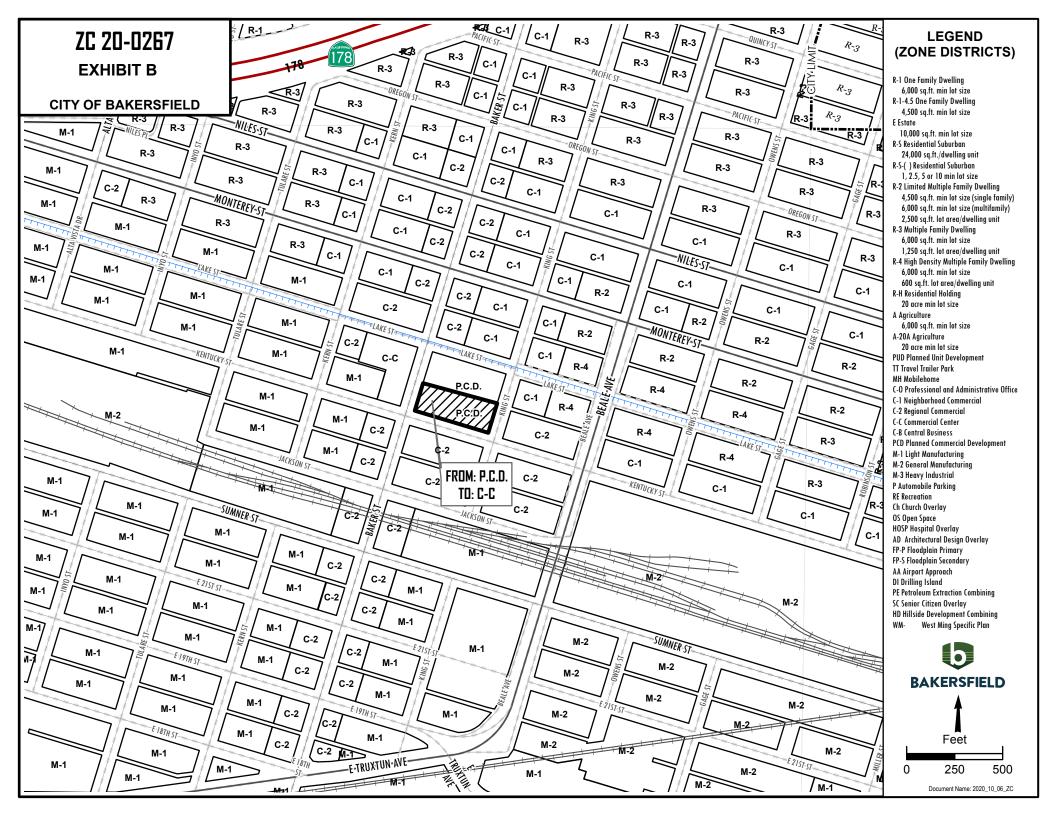
Cultural Resources:

1. If cultural resources are encountered during construction, a qualified archaeologist shall be retained by the developer to evaluate the significance of the resources and to formulate a mitigation program if necessary. The archaeologist shall coordinate with the City of Bakersfield Planning Department.

Mitigation for potentially significant cultural resource impacts.

2. If human remains are discovered during grading or construction activities, work would cease pursuant to Section 7050.5 of the California Health and Safety Code. If human remains are identified on the site at any time, work shall stop at the location of the find and the Kern County Coroner shall be notified immediately (Section 7050.5 of the California Health and Safety Code and Section 5097.98 of the California Public Resources Code which details the appropriate actions necessary for addressing the remains) and the local Native American community shall be notified immediately.

Mitigation for potentially significant cultural resource impacts. (GPA/ZC 05-1930)





CITY OF BAKERSFIELD PLANNING DIVISION STAFF REPORT

TO:

Chair Koman and Members of the Planning Commission

AGENDA ITEM: 5.c

FROM:

Paul Johnson, Planning Director

APPROVED: PJ

DATE:

December 3, 2020

SUBJECT:

ZONE CHANGE NO. 20-0267 (WARD 2)

APPLICANT:

Housing Authority of the County of Kern 601 24th Street Bakersfield, CA 93301 PROPERTY OWNER:

City of Bakersfield 1715 Chester Avenue Bakersfield, CA 93301

LOCATION: 1001 Baker Street (APN #: 014-280-22)

Figure 1. Location Map and Proposed Zone Classification



RECOMMENDATION:

Motion to adopt resolutions:

- ADOPTING the Addendum to the Mitigated Negative Declaration and recommend same to City Council.
- APPROVING the zone change from a PCD (Planned Commercial Development) zone to the CC (Commercial Center) zone on 1.38 acres, and recommend same to City Council.

PROJECT SUMMARY:

This project is a request by Housing Authority of the County of Kern to change the zone district from a PCD (Planned Commercial Development) zone to the CC (Commercial Center) zone, or more restrictive zone district on 1.38 acres located at 1001 Baker Street. The property owner is the City of Bakersfield.

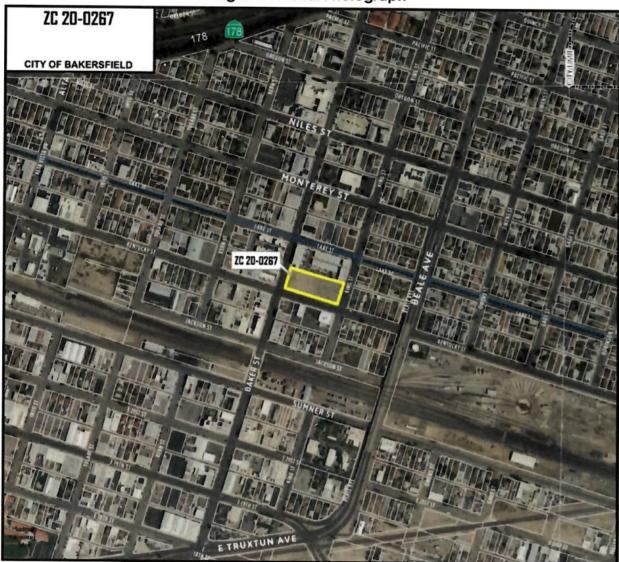


Figure 2. Aerial Photograph

Figure 3a. Site Photo (East from Baker Street)



Figure 3b. Site Photo (West from King Street)



Surrounding Land Uses. The site and surrounding property's General Plan land use designation, zoning classification, and land use are specified in Table 1:

LOCATION	LAND USE DESIGNATION	ZONING	EXISTING LAND USE	
SITE	MUC	P.C.D.	Undeveloped	
NORTH	MUC	P.C.D.	Mixed-Use (Multiple-Family and Community Health Center)	
SOUTH	GC	C-2	Commercial Retail, Post Office	
EAST	GC	C-1, C-2	Single-Family Residential	
WEST	MUC	CC	Multiple family residential	
Land Use Designations: GC: General Commercial MUC: Mixed Use Commercial		Zone Districts: P.C.D.: Planned Commercial Development Zone CC: Commercial Center Zone C-1: Neighborhood Commercial Zone C-2: Regional Commercial Zone		

PROJECT ANALYSIS:

Background and Timeline.

January 6, 1910. Annexation No 2 (Kern Division East Bakersfield): Property was annexed to the City of Bakersfield in 1910.

May 24, 2006. City Council approved General Plan Amendment/Zone Change No. 05-1930 to allow the MUC (Mixed Use Commercial) land use designation the PCD (Planned Commercial Development) zone on 6.6 acres, which included the subject 1.3-acre property.

Analysis. The intent of the CC (Commercial Center) zone is to allow for development in the city that are planned for large-scale mixed use centers consisting of commercial and high density residential uses.

The project site is currently owned by the Bakersfield Redevelopment Successor Agency which holds all assets of the former Bakersfield Redevelopment Agency. The Bakersfield City Council acts as the governing board of the Agency. The zone change is being requested by the Housing Authority of the County of Kern, in partnership with the Cesar Chavez Foundation, to facilitate construction a mixed-use high density residential (affordable housing) and commercial building. This type of development is consistent with the surrounding neighborhood which already includes similar mixed use buildings to the north.

Applicable Development Standards. Although no site plan has been submitted for processing, the applicant has provided a design for discussion purposes to infill the vacant site with a 3-story structure, situated over an underground parking garage. The design provides for 85 dwelling units (62 units/acre), in addition to a community service center at street level and landscaped courtyards (see Figure 4).



Figure 4. Cesar Chavez Foundation Design

Staff notes that if the zone change is approved, the Bakersfield Municipal Code requires the applicant obtain site plan approval. During this process, the development plans will be reviewed by the Site Plan Review Committee to ensure the project is consistent with the general plan and zoning ordinance as implemented by adopted city regulations, and all other development standards.

ENVIRONMENTAL REVIEW AND DETERMINATION:

Pursuant to the California Environmental Quality Act (CEQA) an initial study was prepared for GPA/ZC #05-1930 and a Mitigated Negative Declaration (MND) was adopted on May 24, 2006 (City Council Resolution No. 137-06). In accordance with CEQA Guidelines Section 15164, and addendum to a previously certified environmental document may be prepared if some changes or additions are necessary but none of the conditions described in CEQA Guidelines Section 15162 calling for the preparation of a subsequent document have occurred. Staff concluded that no further environmental documentation is necessary because no substantial changes are proposed, there are no substantial changes in circumstances under which the project will be undertaken, and no new environmental impacts have been identified. Mitigation measures from GPA/ZC #05-1930 have been included in the attached draft resolution. The MND for GPA/ZC 05-1930 is hereby amended by this Addendum for Zone Change No. 20-0267 as described in Attachment "C".

PUBLIC NOTIFICATION:

Notice of public hearing before the Planning Commission of the City of Bakersfield for the project with the associated proposed Negative Declaration was advertised in the newspaper and posted on the bulletin board of the Bakersfield City Planning Department. All property owners within 300 feet of the project site were notified about the hearing and the proposed subdivision at least 10 days prior to the public hearing in accordance with State law. The applicant has provided proof that signs giving public notice of the proposed tract map were posted on the property 20 to 60 days prior to the public hearing before the Planning Commission.

CONCLUSIONS:

Consistency with General Plan. Staff has reviewed the proposal for compatibility with the policies contained within the *Metropolitan Bakersfield General Plan Land Use Element* and finds the proposal is consistent with the following applicable goals and policies:

Goal 1: Accommodate new development which captures the economic demands generated by the marketplace and establishes Bakersfield's role as the capital of the southern San Joaquin Valley.

The applicant determined the market is driving the need for mixed-use development and therefore, requested the zone change to serve this need.

Goal 3: Accommodate new development which is compatible with and compliments existing land uses.

The uses permitted, and conditionally permitted, in the CC zone are compatible and complement the existing land use.

Policy 2: Allow for the development of a variety of residential types and densities.

The Cesar Chavez Foundation project will provide for affordable housing at a density of approximately 62 units per acre.

<u>Policy 3:</u> Ensure that residential uses are located in proximity to commercial services, employment centers, public services, transportation routes, and recreation and cultural resources.

The project site is located close to a school, park, U.S. Post Office, bus route, and commercial services and industrial uses. The site is in close proximity to major employers and the downtown "core" which provides numerous public services, recreation and cultural resources.

Policy 8: Provide the opportunity for the development of residential units in areas designated for commercial use provided that conflicts between the two can be adequately mitigated.

The Cesar Chavez Foundation project will create an urban village integrating mixeduse residential and commercial development.

Policy 19: Allow for the intensification and development of existing commercial areas in an intill fashion.

The project will provide for a residential and commercial use as infill on vacant land.

Policy 25: Provide for infill of commercial land uses to be compatible with the scale and character of existing commercial districts and corridors.

The project will provide sustained desirability and stability, and compliment and harmonize with the character of the surrounding neighborhood and community.

Policy 40: Provide for the enhancement and intensification of existing "centers" such as Downtown, including Old Town Kern.

The Cesar Chavez Foundation project will provide for redevelopment within Old Town Kern.

Provide for the revitalization of downtown Bakersfield by the use of redevelopment authorities provided by California law, including the provision of incentive for new private development projects, joint private public partnerships accommodating the range of land uses defined for this "Center".

The site is within the Old Town Kern area includes incentives for the developer (land, construction subsidy, down payment assistance) and is a joint private-public partnership for the mixed use Baker Street Village.

Policy 49: Encourage development of pedestrian sensitive uses and design characteristics in the Baker Street area.

The Cesar Chavez Foundation project creates a pedestrian friendly use in an environment where people can live, work, shop and be entertained, minimizing the use of autos.

<u>Policy 88:</u> Encourage the recycling of dilapidated and economically-depressed residential neighborhoods, commercial districts, and industrial areas, where preservation is not an achievable or desirable objective.

The Cesar Chavez Foundation project provides economic development opportunities to the Baker Street area by creating new job and housing opportunities. The area is suffering from a lack of private investment in a community with limited resources.

Consistency with Zoning Ordinance. The proposed CC zone is consistent with the Metropolitan Bakersfield General Plan MUC designation. In accordance with Bakersfield Municipal Code Chapter 17.26, the project will constitute a mixed use development centers consisting of commercial and high density residential uses. Compliance with Bakersfield Zoning Ordinance Chapter 17.26 (Commercial Center Zone) and Section 17.08.060 (Site Plan Review) will ensure that the development enhances the city's character and promotes a heightened quality of life; a sustained desirability and stability, and it will complement and harmonize with the character of the surrounding neighborhood and community.

Overall Recommendation. Staff finds that the applicable provisions of CEQA have been complied with, and the applicant is proposing a mixed-use project in a way that will be compatible with the commercial and residential land uses in the surrounding area

Proposed development is subject to Site Plan Review requirements as identified in Bakersfield Municipal Code Section Chapter 17.08. Therefore, development will occur in compliance with applicable regulations and design standards.

Based on the foregoing, Staff recommends your Commission adopt the Addendum to the Mitigated Negative Declaration and approve Zone Change No. 20-0267 to amend the zone classification from PCD (Planned Commercial Development) to CC (Commercial Center) zone on 1.38 acres, and recommend same to City Council.

ATTACHMENTS:

- A. Resolution Adopting Addendum to the Mitigated Negative Declaration:
 - A-1. Mitigation Measures
 - A-2. Location Map
- B. Resolution approving change in zone classification:
 - B-1. Location Map
 - B-2. Legal Description
- C. Addendum to the Mitigated Negative Declaration

RESOLU	TION NO.	
--------	----------	--

DRAFT

RESOLUTION OF THE BAKERSFIELD PLANNING COMMISSION RECOMMENDING THAT THE CITY COUNCIL ADOPT AN ADDENDUM TO A MITIGATED NEGATIVE DECLARATION FOR ZONE CHANGE LOCATED AT 1001 BAKER STREET (NORTHEAST CORNER OF BAKER AND KENTUCKY STREETS). (ZC NO. 20-0267)

WHEREAS, Housing Authority of the County of Kern filed an application with the City of Bakersfield Development Services Department requesting an amendment to Title 17 of the Bakersfield Municipal Code to change the Zone District from a PCD (Planned Commercial Development) zone to a CC (Commercial Center) zone, or more restrictive zone district on 1.38 acres located at the northeast corner of Baker and Kentucky Streets, as shown on attached Exhibit "B", (the "Project"); and

whereas, an initial study was conducted and it was determined that the Project would not have a significant effect on the environment; therefore, a Negative Declaration with mitigation measures was prepared in accordance with the California Environmental Quality Act (CEQA); and

WHEREAS, the City of Bakersfield adopted a Mitigated Negative Declaration (MND) for GPA/ZC 05-1930 by Resolution No.137-06; and

WHEREAS, CEQA Guidelines Section 15164 allows an addendum to a previously certified environmental document to be prepared if some changes or additions are necessary but none of the conditions described in CEQA Guidelines Section 15162 calling for the preparation of a subsequent document have occurred; and

WHEREAS, the Secretary of the Planning Commission set Thursday, December 3, 2020 at 5:30 p.m. in the Council Chambers of City Hall, 1501 Truxtun Avenue, Bakersfield, California, as the time and place for a public hearing before the Planning Commission to consider the proposed Negative Declaration and Project, and notice of the public hearing was given in the manner provided in Title 17 of the Bakersfield Municipal Code; and

WHEREAS, the laws and regulations relating to the preparation and adoption of Negative Declarations as set forth in CEQA, the State CEQA Guidelines, and the City of Bakersfield CEQA Implementation Procedures have been duly followed by city staff and the Planning Commission; and

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

WHEREAS, the facts presented in the staff report, initial study, and special studies (if prepared), and evidence received both in writing and by verbal testimony at the above referenced public hearing support the following findings:

1. All required public notices have been given. Hearing notices regarding the Project were mailed to property owners within 300 feet of the Project area and

published in the Bakersfield Californian, a local newspaper of general circulation, 10 days prior to the hearing.

- 2. The provisions of CEQA, the State CEQA Guidelines, and the City of Bakersfield CEQA Implementation Procedures have been followed. Staff determined that the proposal is a project under CEQA and an initial study was completed. A Negative Declaration was prepared and properly noticed for public review.
- 3. A Negative Declaration for the Project is the appropriate environmental document to accompany its approval. In accordance with CEQA, staff prepared an initial study and indicated that because mitigation measures relating to those impacts identified in the initial study have been incorporated into the Project, the Project will not significantly impact the physical environment.

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

- 1. The above recitals, incorporated herein, are true and correct.
- 2. The addendum to the Mitigated Negative Declaration is hereby recommended for adoption by the City Council.
- 3. The project is subject to mitigation measures found in Exhibit A for the Project located on the map as shown in Exhibit B, both of which are incorporated herein.

I HEREBY CERTIFY that the foreg	joing Resolution was passed and adopted by the
Planning Commission of the City of I	Bakersfield at a regular meeting thereof held on
, on a motion by C	Commissionerand seconded by Commissioner
, by the following vote.	·
AYES:	
NOES;	
ABSENT:	
	APPROVED
	AFFROVED
	LARRY KOMAN, CHAIR
	City of Bakersfield Planning Commission

Exhibits (altached):

Exhibit A: Mitigation Measures Exhibit B: Location Map

Jeng/ S:\Zone Change\01_Active\2020\20-0267 (1001 Baker)\1PC\20-0267 PC RES ENV.docx

Exhibit A ZONE CHANGE NO. 20-0267 MITIGATION MEASURES

Cultural Resources:

1. If cultural resources are encountered during construction, a qualified archaeologist shall be retained by the developer to evaluate the significance of the resources and to formulate a mitigation program if necessary. The archaeologist shall coordinate with the City of Bakersfield Planning Department.

Mitigation for potentially significant cultural resource impacts.

2. If human remains are discovered during grading or construction activities, work would cease pursuant to Section 7050.5 of the California Health and Safety Code. If human remains are identified on the site at any time, work shall stop at the location of the find and the Kern County Coroner shall be notified immediately (Section 7050.5 of the California Health and Safety Code and Section 5097.98 of the California Public Resources Code which details the appropriate actions necessary for addressing the remains) and the local Native American community shall be notified immediately.

Mitigation for potentially significant cultural resource impacts. (GPA/ZC 05-1930)

LEGEND (ZONE DISTRICTS) R.1 One femily Dwelling 6,000 set, may be size	R-1-4.5 One Family Dwelling 4,500 sq.ft. min lot size E state 10,000 sq.ft. min lot size R-5 Residential Suburban 24,000 sq.ft. jdwelling unit R-4, j Residential Suburban	1, 22,5 of 10 min lof size R-2 Limited Moltiple Fomily Dwelling 4,500 sqt.f. min lot size (single family) 6,000 sqt.f. min lot size (multifamily) 2,500 sqt.f. not ereo/dwelling unit R-3 Multiple Family Owelling 6,000 sqt.f. not oreo/dwelling unit 1,250 sqt.f. lot oreo/dwelling unit	R-High Density Multiple Family Dwelling 6,000 sqf. min let size 6.00 sqf. for area/dwelling unit R-H Residente Holding 20 acre min let size A Agriculture A-500 sqf. min let size A-500 sqf. min let size	PUD Planned Unit Development Travel Trailer Park Mit Mobilehame C. Pretexsional and Administrative Office C. Neighborhood Commercial C.2 Regional Commercial C.C. Commercial Center		HOSP Hospital Overlay AD Arthiectural Design Overlay FP- Readplain Firmery FS- Standplain Secondary AA Arepert Approach DI Orilling Island PE Petroleum Extraction Combining SS Senier (Titzen Overlay MI Willish, Proclammer	WM. West Ming Specific Plan BAKERSFIELD	Feet Document Name 2020_10_06_2C
R-3	23 PEGING 51 OWEWS 51	R-3 (5466 57 R-3	22 C.2 C.2 C.2 C.2 C.2 C.2 C.2 C.2 C.2 C	R-2 R-2 R-2	A	M-2	Figure	M-2 M-2 M-2 M-2 M-1 M-1
R-3 R-3 R-3 R-3 R-3 R-3 R-3	R-3	2-2 C-3 R-3	C-1 C-1 R-2 C-	3Vh-3Jh38	Co-1 Remuces 55		M-2 SUBMIERS ST. M-2 M-2	2 \\ \text{\frac{1}{2}} \\ \text{\frac{1}} \\ \text{\frac{1}{2}} \\ \text{\frac{1}{2}} \\ \text{\frac{1}{2}} \
R-3 C-1	R-3 C-1 C-2 C-2	C-1 C-2 C-2 C-1	5 5 7 5 T	_ 1/3_ //	C-2 FROM: P.C.D. C-2 TD: C-2 TD: C-2 C-2 TD: C-2 C-2 TD: C-2 C-2 TD: C			M-1 M-2
F (R-1) HR R-3 (Miller)	R-3 18557 R-3 1857 R-3 1857 R-3	R.3 C.1 C.1	M-1	M-1 C-C M-1 C-	M(KS)// ST C-2	M-1 C-2 C-2 GAK	1 1 7 11	M-1 C-2 C-2 FINIST M-1 C-2 M-1 C-2 M-1 M-1 M-1 M-1 C-2 M-1
ZC 20-0267 EXHIBIT B	Y OF BAKERSFIELD A R.3 R.3 R.3 R.3 R.3	C-2 R-3	M-1	M-2	M-4 Summers	M-1 M-1 M-1 M-1 M-1 M-1	M-1 M-1 PW	M-1 M-1 M-1 M-1
ZC EX	CITY OF M-1	1-M 1-1-M 1-	W-1		M-1	15 01Wi	M-1/N-1/N-1/N-1/N-1/N-1/N-1/N-1/N-1/N-1/N	M-1-

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

RESOLUTION OF THE BAKERSFIELD PLANNING COMMISSION RECOMMENDING THAT THE CITY COUNCIL APPROVE AN AMENDMENT TO TITLE 17 OF THE BAKERSFIELD MUNICIPAL CODE TO CHANGE THE ZONE DISTRICT LOCATED AT 1001 BAKER STREET (NORTHEAST CORNER OF BAKER AND KENTUCKY STREETS). (ZC NO. 20-0267).

WHEREAS, Housing Authority of the County of Kern filed an application with the City of Bakersfield Development Services Department requesting an amendment to Title 17 of the Bakersfield Municipal Code to change the Zone District from a PCD (Planned Commercial Development) zone to a CC (Commercial Center) zone, or more restrictive zone district on 1.38 acres located at the northeast corner of Baker and Kentucky Streets, as shown on attached Exhibit "A", (the "Project"), and more specifically described in attached Exhibit "B;" and

WHEREAS, the applicant has indicated the purpose of the Project is for development of a mixed use project consisting of affordable housing and commercial use; and

WHEREAS, the Planning Commission has recommended adoption of an addendum of a Mitigated Negative Declaration for the Project; and

WHEREAS, the Secretary of the Planning Commission set Thursday, December 3, 2020 at 5:30 p.m. in the Council Chambers of City Hall, 1501 Truxtun Avenue, Bakersfield, California, as the time and place for a public hearing before the Planning Commission to consider the proposed Negative Declaration and change to the zone district, and notice of the public hearing was given in the manner provided in Title 17 of the Bakersfield Municipal Code; and

WHEREAS, at the public hearing testimony was received both in support and opposition of the Project; and

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

- 1. All required public notices have been given. Hearing notices regarding the Project were mailed to property owners within 300 feet of the Project area and published in the Bakersfield Californian, a local newspaper of general circulation, 10 days prior to the hearing.
- 2. The provisions of CEQA, the State CEQA Guidelines, and the City of Bakersfield CEQA Implementation Procedures have been followed. Staff determined that the proposal is a project under CEQA and an initial study was completed.
- 3. Public necessity, general welfare, and good planning practices justify the Project.

4. The Project is compatible with the zone districts and development of surrounding properties, and is consistent with the Metropolitan Bakersfield General Plan.

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

- 1. The above recitals, incorporated herein, are true and correct.
- The Project is hereby recommended for approval by the City Council subject to the mitigation measures in the Negative Declaration, and incorporating the change into the official zoning map as described in Bakersfield Municipal Code Section 17.06.020 located on the map as shown in Exhibit A and as specifically described in Exhibit B, all of which are incorporated herein.
- 3. The Project is subject to mitigation measures found in Exhibit A of Planning Commission Resolution No. ____ for the Negative Declaration for the Project.

i HEREBY CERTIFY that the foregoing Resolution was passed and adopted by the lanning Commission of the City of Bakersfield at a regular meeting thereof held on, on a motion by Commissioner, by ne following vote.
YES: OES: BSENT:
APPROVED
LARRY KOMAN, CHAIR

City of Bakersfield Planning Commission

Exhibits (attached):

Exhibit A: Location Map Exhibit B: Legal Description

Jeng / S:\Zone Change\01_Active\2020\20-0267 (1001 Baker)\1PC\ZC RES\20-0267 PC RES ZC.docx

LEGEND (ZONE DISTRICTS) R-1 One family Dwelling	R45 One Femily Dwelling 4-45 One Femily Dwelling 4-500 sq.ft. min lot size 10,000 sq.ft. min lot size 10,000 sq.ft. min lot size 12,000 sq.ft. min lot size 12,000 sq.ft. min lot size 12,00 sq.ft. min lot size (single femily) 4-500 sq.ft. min lot size (single femily) 5-500 sq.ft. min lot size 1,250 sq.ft. lot area/dwelling unit 8-3 Multiple Femily Dwelling 6-000 sq.ft. min lot size 1,250 sq.ft. lot area/dwelling unit 8-4 Might Density Multiple Femily Dwelling 6-000 sq.ft. min lot size 1,250 sq.ft. lot area/dwelling unit 8-4 High Density Multiple Femily Dwelling 6-100 sq.ft. min lot size 6-000 sq.ft. min lot size 6-000 sq.ft. min lot size 1,200 sq.ft. min lot size 1,200 sq.ft. min lot size 1,200 sq.ft. min lot size 6-000 sq.ft. min lot size 1,200 sq.ft. min lot	0 250 500 Document Name 2020_10_06_ZC
R.3	M.2 C.1 C.1 R.3 R.2 R.3	M-2 (2)55/5/ / M-1 / M
R-3	RS R	
R-3 C-1 R-3 C-1 C-1 R-3 C-1 C-1 R-3	ANALES MAS ST. C.	With Mil
178 R-3 R-3 R-3 R-3	R3 R	E-TRUXTUN-AVE
F1 (Red -)	M-1	PHAL.
ZC 20-0267 EXHIBIT A	MAK W. 1 M. 1	M-1 M-1 M-1

EXHIBIT B ZONE CHANGE NO. 20-0267 LEGAL DESCRIPTION

LOTS 17 THROUGH 32 INCLUSIVE, IN BLOCK 57 OF THAT PORTION OF THE CITY OF BAKERSFIELD, FORMERLY KNOWN AS THE TOWN OF KERN, IN THE CITY OF BAKERSFIELD, COUNTY OF KERN, STATE OF CALIFORNIA, AS PER MAP RECORDED JANUARY 12, 1889, IN BOOK 1, PAGES 15 AND 16, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TOGETHER WITH THE SOUTH HALF OF THE VACATED ALLEY ADJACENT THERETO THAT WOULD PASS BY OPERATION OF LAW, AS ABANDONED BY THE CITY OF BAKERSFIELD PURSUANT TO RESOLUTION NO. 136-06, RECORDED MAY 30, 2006, AS INSTRUMENT NO. 0206132307 AND RECORDED DECEMBER 1, 2006, AS INSTRUMENT NO. 0206295259, BOTH OF OFFICIAL RECORDS.

ALSO, TOGETHER WITH THAT PORTION OF THE EAST HALF OF BAKER STREET, THE NORTH HALF OF KENTUCKY STREET AND THE WEST HALF OF KING STREET LYING ADJACENT TO THERETO. BEING ALSO DESCRIBED AS FOLLOWS:

PARCEL 4 OF PARCEL MAP WAIVER NO. 07-0937 AS EVIDENCED BY CERTIFICATE OF COMPLIANCE RECORDED SEPTEMBER 11, 2007, AS INSTRUMENT NO. 0207186324 OF OFFICIAL RECORDS, ALSO BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 29 SOUTH, RANGE 28 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF BAKERSFIELD, COUNTY OF KERN STATE OF CALIFORNIA.

DERRILL G. WHITTEN JR.

PLS 7816

10/7/2020

ATTACHMENT C:

AN ADDENDUM TO THE PREVIOUSLY ADOPTED MITIGATED NEGATIVE DECLARATION FOR - ZONE CHANGE NO. 20-0267



AN ADDENDUM TO THE PREVIOUSLY ADOPTED MITIGATED NEGATIVE DECLARATION FOR - ZONE CHANGE NO. 20-0267

October 26, 2020

CEQA Guidelines Section 15164 applies to Zone Change No. 20-0267. CEQA Guidelines Section 15164 allows an addendum to a previously certified environmental document to be prepared if some changes or additions are necessary but none of the conditions described in CEQA Guidelines Section 15162 calling for the preparation of a subsequent document have occurred. The City of Bakersfield adopted a Mitigated Negative Declaration (MND) for GPA/ZC 05-1930 by Resolution No.137-06. The MND for GPA/ZC 05-1930 is hereby amended by this Addendum for Zone Change No. 20-0267 as described below.

LOCATION:

1001 Baker Street (Northeast corner of Baker and Kentucky Streets) APN: 014-280-22

BACKGROUND:

The MND for GPA/ZC 05-1930 was adopted by the City of Bakersfield City Council on 5/24/2006 by Resolution No. 137-06. The MND included mitigation for the following categories cultural resources.

CHANGES IN PROJECTS AND IMPACTS:

The previous environmental analysis designated the current project area for General Commercial purposes pursuant to the Land Use Element of the Metropolitan Bakersfield General Plan. The 2006 approval had the characteristics of an intensive commercial center with the opportunity for integration of medium and high-density residential uses into a commercial corridor in order to create an active street life, enhance personal safety by ensuring the presence of people in the streets at different times, and promote the vitality of businesses.

The current proposal requests to allow development of a mixed-use project consisting of primarily affordable housing on upper floors and commercial use on the ground floor. It is expected ground floor commercial uses would cater to the needs of the neighborhood as well as the through traffic on Baker Street. The project attempts to activate the sidewalks along adjoining streets, and create a pedestrian-friendly environment.

There is no new information of substantial importance that results in new significant effects. There are no substantial changes with respect to the circumstances under which the project would undertake that require major revisions to the previous MND. Staff has reviewed the previous environmental analysis and found it to be adequate for the proposed project. It was determined that the proposed project would not result in any new significant environmental impacts.

Mitigation Measures (GPA/ZC 05-1930)

Cultural Resources:

- If cultural resources are encountered during construction, a qualified archaeologist shall be retained by the developer to evaluate the significance of the resources and to formulate a mitigation program if necessary. The archaeologist shall coordinate with the City of Bakersfield Planning Department. Mitigation for potentially significant cultural resource impacts.
- 2. If human remains are discovered during grading or construction activities, work would cease pursuant to Section 7050.5 of the California Health and Safety Code. If human remains are identified on the site at any time, work shall stop at the location of the find and the Kern County Coroner shall be notified immediately (Section 7050.5 of the California Health and Safety Code and Section 5097.98 of the California Public Resources Code which details the appropriate actions necessary for addressing the remains) and the local Native American community shall be notified immediately. Mitigation for potentially significant cultural resource impacts.

FINDING:

The previous MND for GPA/ZC 05-1930, as amended by this Addendum and the completed technical memos may be used to fill the environmental review requirements for the proposed Zone Change No. 20-0267. It has been determined that the request would not result in significant impacts to any environmental subject areas requiring analysis under CEQA, and no additional mitigation is required. Because the changes to the project meet the conditions for the application of CEQA Guidelines Section 15164, preparation of a subsequent or supplemental MND is not required.

Jennie Eng, Principal Planner

Printed name

10/26/2020



ADMINISTRATIVE REPORT

MEETING DATE: 1/6/2021 Consent – Resolutions d.

TO: Honorable Mayor and City Council

FROM: Christopher Boyle, Development Services Director

DATE: 12/15/2020

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 the resolution.

BACKGROUND:

Assessment hearing was held on December 14, 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

RESOLUTION	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>December 14, 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	EBY CERTIFY 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, October and November 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>November 20, 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 15th day of December 2020, at Bakersfield, California.

David Paquette
Code Enforcement Supervisor

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

	APN	PROPERTY ADDRESS	PROPERTY OWNER	COST TO DO WORK	ADMIN COST	TOTAL COST	WARD
1.	015-420-02-00-6	1411 Lake Street	Mary Helen Diaz 1411 Lake Street	\$8,775.00	\$1,651.00	\$10,426.00	2
		20-770	Bakersfield, CA 93305				
2.	013-270-08-00-7	724 Oregon Street	Minerva Bonilla Villegas 724 Oregon Street	\$6,650.55	\$618.00	\$7,268.55	2
		20-1243	Bakersfield, CA 93305				

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. 018-180-10-00-1	904 E Brundage Lane	Jerry Fox & Barbara Fox 904 E Brundage Lane	\$250	\$891	\$1,141	1
2. 018-180-09-00-9	20-4059 910 E Brundage Lane	Bakersfield, CA 93307 Jerry Fox & Paul Davis PO Box 10671	\$325	\$891	\$1,216	1
	20-4060	Bakersfield, CA 93389				
3. 011-362-07-00-0	1401 El Rancho Drive 20-1595	Bakersfield 18 Investments 607 S Hill Street Ste 824 Los Angeles, CA 90014	\$0	\$422	\$422	1
4. 172-131-10-00-8	3615 Elda Avenue 20-2879	Raul Gonzales 104 Madison Street Bakersfield, CA 93307	\$0	\$422	\$422	1
5. 172-051-33-00-2	1812 Lewis Street 20-4884	Edwing Paz 19928 Chase St U 2 Winnetka, CA 91306	\$220	\$891	\$1,111	1
6. 018-091-14-00-4	1509 Potomac Avenue 20-5567	Philashone Myers 4005 Sorrell Avenue Palmdale, CA 93552	\$900	\$618	\$1,518	1
7. 018-310-01-00-2	250 Tyree Toliver Street 20-3667	Nazmuddin Mohammed 10316 Topanga Canyon Blvd Chatsworth, CA 91311	\$150	\$891	\$1,041	1
8. 139-131-06-00-4	924 Wallace Avenue 20-4004	Lester Newton 6730 Charity Avenue Bakersfield, CA 93308	\$360	\$891	\$1,251	1
9. 008-192-13-00-4	2110 Bank Street 20-4102	Harolyn Johnson PO Box 9724 Bakersfield, CA 93390	\$285	\$891	\$1,176	2
10. 017-400-01-00-1	321 Beale Avenue 20-5654	Mercedes Mendoza 321 Beale Avenue Bakersfield, CA 93305	\$1,600	\$618	\$2,218	2
11. 124-181-05-00-8	220 Bernard Street 20-3836	Castillo Bernard Plaza LLC 1715 S Arapahoe Street Los Angeles, CA 90006	\$610	\$891	\$1,501	2
12. 007-170-07-00-0	1815 Blanche Street 20-4566	Patrick Mc Gee 1815 Blanche Street Bakersfield, CA 93304	\$124	\$891	\$1,015	2
13. 502-120-29-00-9	601 Browning Court 20-2152	Mark Picking & Julie Picking 601 Browning Court Bakersfield, CA 93309	\$0	\$422	\$422	2
14. 008-191-15-00-3	316 Holtby Road 20-3430	Jar Fam Assets Trust 5501 Stockdale Hwy #11705 Bakersfield, CA 93389	\$0	\$149	\$149	2
15. 015-370-09-00-3	930 Kentucky Street 20-3705	Survival Invs Group LLC 1737 Redding Avenue Rosemead, CA 91770	\$0	\$422	\$422	2
16. 015-390-15-00-6	1106 Kentucky Street	Lawrence Martin & Veronica Martin 920 N Wilcox Avenue Apt 105	\$315	\$891	\$1,206	2
17. 120-120-10-00-9	20-3853 3405 M Street	Los Angeles, CA 90038 SPSSM Invs IV LP 4900 Santa Anita Av #2C	\$0	\$422	\$422	2
	20-317	El Monte, CA 91731				

APN	PROPERTY ADDRESS	PROPERTY OWNER	COST TO DO WORK	ADMIN COST	TOTAL COST	WARD
18. 015-080-03-00-1	1007 Pacific Street 20-759	Survivor's Trust 365 Avenida Del Roble San Jose, CA 95123	\$0	\$422	\$422	2
19. 015-090-05-00-0	1119 Pacific Street 20-5778	Patrick Padiila PO Box 60643 Bakersfield, CA 93386	\$0	\$149	\$149	2
20. 016-070-09-00-3	727 Sumner Street 20-5078	Telemarketing Commun Inc 1528 Chapala Street Santa Barbara, CA 93101	\$0	\$422	\$422	2
21. 439-100-13-00-5	6009 Hill Dale Court 20-2768	Herman Stevens 4443 Somerset Street Lake Charles, LA 70605	\$0	\$422	\$422	3
22. 021-433-13-00-7	2900 St Marys Street 20-3483	Jesus Abarca & Maria Abarca 2900 St Marys Street Bakersfield, CA 93305	\$1,500	\$891	\$2,391	3
23. 527-321-11-00-2	11405 Revolution Road 20-4554	Jesus Cerda & Jana Cerda 3969 Mahaila Avenue San Diego, CA 92122	\$0	\$422	\$422	4
24. 513-214-14-00-9	8308 Ailanthus Court 20-4763	Fidel Medina 8308 Ailanthus Court Bakersfield, CA 93311	\$250	\$891	\$1,141	5
25. 355-243-13-00-6	2625 Hempstead Lane 20-3504	Tom Bridges 2625 Hempstead Lane Bakersfield, CA 93309	\$0	\$422	\$422	6
26. 355-303-05-00-0	5405 New Grove Avenue 20-3173	Lyle Harris 3418 El Potrero Lane Bakersfield, CA 93304	\$0	\$422	\$422	6
27. 405-330-18-00-0	1800 White Lane 20-3481	BCG Ownco LLC 47 E Chicago Av Ste 314 Naperville, IL 60540	\$1,744	\$891	\$2,635	7
28. 514-020-16-00-9	9601 Wible Road 20-1998	Garfield Beach CVS LLC 1 CVS Drive Woonsocket, RI 02895	\$499	\$891	\$1,390	7



ADMINISTRATIVE REPORT

MEETING DATE: 1/6/2021 Consent – Resolutions e.

TO: Honorable Mayor and City Council

FROM: Nick Fidler, Public Works Director

DATE: 11/24/2020

WARD: Ward 2

SUBJECT: Repair of the Convention Center Orchestra Pit Stage Lift:

- Resolution dispensing with normal bidding procedures due to the necessity to successfully integrate work, supplies, equipment or materials previously completed by Thyssenkrupp Elevator Corporation to repair the motor, the pump and valve for the orchestra pit stage lift, not to exceed \$146,184.
- 2. Agreement with Thyssenkrupp Elevator Corporation to repair the orchestra pit stage lift, not to exceed \$146,184.
- 3. Appropriate and transfer \$146,184 from the Facility Replacement Reserve Fund to the Public Works Department Capital Improvement Budget within the Capital Outlay Fund to a new capital improvement project for major repairs to the Bakersfield Convention Center orchestra pit stage lift.

STAFF RECOMMENDATION:

Staff recommends approval of the resolution, agreement, transfer and appropriation.

BACKGROUND:

The stage lift for the orchestra pit located at the Bakersfield Convention Center is the original equipment from when the facility first opened in 1962. ASM and City staff recognized that the stage lift was descending gradually despite raising the lift to the same level of the performance stage (the maximum height of the lift). The difference in height when the stage lift lowers is a trip hazard for staff, guests and performers. Staff desires to repair the lift in the near term, as there are no immediate scheduling conflicts. However, ASM does anticipate the possibility of events returning to the facility in late 2021. Ensuring the lift is repaired is necessary prior to events returning to the facility.

Thyssenkrupp Elevator Corporation is the City of Bakersfield's on-call contractor to respond to elevator issues at City buildings. Staff contacted Thyssenkrupp Elevator Corporation to inspect and assess the issue with the lift for the orchestra pit. Thyssenkrupp Elevator Corporation provided a quote of \$146,184 to rebuild the motor, pump and valve, re-install the components.

test the equipment and return the lift to service. Staff have met with ThyssenKrupp Elevator Corporation, reviewed their proposal and determined that the estimate was responsive to the City's needs.

As a result, City staff recommend an agreement with Thyssenkrupp Elevator Corporation to repair the orchestra pit stage lift, not to exceed \$146,184.

The Public Works Director deemed repair of the stage lift for the orchestra pit at the Bakersfield Convention Center to be of urgent necessity and to successfully integrate such work, supplies, equipment or materials into an existing City project or system. Thyssenkrupp originally inspected and assessed the issues with the stage lift. The repairs to the stage lift by ThyssenKrupp Elevator Corporation is a continuation of their work. The Public Works Director recommends the Council find said proposal to repair the stage lift from Thyssenkrupp Elevator Corporation necessary in order to successfully integrate the repair into an existing City system and recommends the Council dispense with bidding, in accordance with subsection D.2 of Section 3.20.060 of the Bakersfield Municipal Code.

This resolution authorizes the Finance Director to dispense with bidding in accordance with Section 3.20.060 of the Bakersfield Municipal Code in order to successfully integrate the needed repairs to the orchestra pit stage at the Bakersfield Convention Center.

The recommended funding source for this item is the Facility Repair Fund. The Facility Reserve Fund are funds set aside for major unforeseen and unbudgeted repairs at City facilities.

ATTACHMENTS:

	Description	Type
	Resolution to Dispense with Bidding	Resolution
D	Agreement With Thyssenkrupp Elevator Corporation	Agreement

RESOLUTION	NO
RESOLUTION	INO.

RESOLUTION OF THE COUNCIL OF THE CITY OF BAKERSFIELD DISPENSING WITH BIDDING PROCEDURES DUE TO THE NECESSITY TO SUCCESSFULLY INTEGRATE PREVIOUS WORK, SUPPLIES, EQUIPMENT OR MATERIALS DEALING WITH THE REPAIR OF THE STAGE LIFT FOR THE ORCHESTRA PIT AT THE BAKERSFIELD CONVENTION CENTER.

WHEREAS, the existing stage lift in the orchestra pit at the Bakersfield Convention Center is the original lift when the facility opened in 1962; and

WHEREAS, the existing stage lift in the orchestra pit is not staying at its maximum height (level with the stage) and as the lift lowers a tripping hazard occurs; and

WHEREAS, the issue of the stage lift lowering below the level of the stage affects the events scheduled at the Bakersfield Convention Center; and

WHEREAS, Staff contacted Thyssenkrupp Elevator Corporation, a commercial elevator repair contractor experienced in the repair of elevator and hydraulic lifts, has the expertise and experience to repair the stage lift; and

WHEREAS, Thyssenkrupp Elevator Corporation (the annual contractor for the City of Bakersfield to inspect and repair elevators and lifts for City facilities) was hired to inspect and trouble shoot the issues for the stage lift for the orchestra pit at the Bakersfield Convention Center in September 2020; and

WHEREAS, Thyssenkrupp Elevator Corporation requires a purchase order number prior to ordering the necessary parts and materials to repair the stage lift; and

WHEREAS, getting bids for the repair of the stage lift for the orchestra pit at the Bakersfield Convention Center through the normal bidding procedures will interrupt the successful integration of work, supplies equipment or materials into the existing repairs as done by Thyssenkrupp Elevator Corporation during their analysis and inspection of the lift.

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

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

reference.

- 2. Based on the facts included in the above recitals, ordering of the necessary parts and the repair to be performed by Thyssenkrupp Elevator Corporation and required ancillary services are a necessity to successfully integrate previous work, supplies, equipment or materials Thyssenkrupp Elevator Corporation has invested into the project during their initial inspection and troubleshooting, thereby allowing the dispensing of normal bidding procedures as set forth in section 136 of the City Charter and Section 3.20.060 of the Bakersfield Municipal Code.
- 3. The Finance Director is authorized to dispense with bidding in accordance with Section 3.20.060 of the Bakersfield Municipal Code.
- 4. The expenditure of funds for said work, supplies, equipment or materials shall not exceed one hundred forty-six thousand one hundred and eighty-four dollars (\$146,184).

-----000-----

			oregoing Resolution was passed and
			ersfield at a regular meeting thereof held
on	, by	y the following	vote:
AYES: NOES: ABSTAIN: ABSENT:	COUNCIL MEMBER _		es, Weir, Smith, Freeman, Gray, Parlier
			JULIE DRIMAKIS, CMC CITY CLERK and Ex Officio Clerk of the Council of the City of Bakersfield
APPROVE)		
KAR	EN GOH OR of the City of		
APPROVEE VIRGINIA (City Attorn			
	HUA H. RUDNICK Juty City Attorney	,	

AGREEMENT	NO.	
		_

INDEPENDENT CONTRACTOR'S AGREEMENT

[Over \$40,000]

This INDEPENDENT CONTRACTOR'S AGREEMENT ("Agreement") is made and entered into on ______, by and between the CITY OF BAKERSFIELD, a municipal corporation, ("CITY") and THYSSENKRUPP ELEVATOR CORPORATION ("CONTRACTOR").

RECITALS

WHEREAS, CONTRACTOR represents that CONTRACTOR is experienced, well qualified and a specialist in the field of elevator maintenance and repairs.

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: Rebuild lift power unit, install, test, adjust and return stage lift unit to service at the Bakersfield Convention Center located at 1001 Truxtun Avenue, Bakersfield, California 93301.

("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 not to exceed \$146,184.00 after the Scope of Work is completed to CITY's satisfaction. See Exhibit "A" attached hereto.

CITY will pay CONTRACTOR within 30 days after CONTRACTOR submits an itemized invoice for the portions of the Scope of Work completed and that invoice is approved by CITY. The Compensation will be the total amount paid to CONTRACTOR for performing the Scope of Work and

includes, but is not limited to, all out-of-pocket costs and taxes. CITY will pay no other compensation to CONTRACTOR. In no case will CITY compensate CONTRACTOR more than \$146,184.00 for performing the Scope of Work.

- **TERM.** Unless terminated sooner, as set forth herein, this Agreement shall terminate on **December 31, 2021**.
- **1. IERMINATION.** 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. STARTING WORK.** CONTRACTOR shall not begin work until authorized to do so in writing by CITY. No work will be authorized before the date first written above.
- 10. <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.
- 14. SB 854 COMPLIANCE. To the extent Labor Code Section 1771.1 applies to this Agreement, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, be subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section It is not a violation of Labor Code Section 1771.1 for an 1725.5. 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.
- 16. 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, with limits of \$1,000,000 per occurrence combined single limit.
 - 16.1.2 <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 \$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.
 - 16.1.3 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.
- 16.2.2 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.

- 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 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.
- 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, 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.

- ASSIGNMENT. Neither this Agreement nor any rights, interests, duties, liabilities, obligations or responsibilities arising out of, concerning or related in any way to this Agreement (including, but not limited to, accounts, actions, causes of action, claims, damages, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive damages, or declaratory, equitable or injunctive relief, whether based on contract, equity, tort or other theories of recovery provided for by the common or statutory law) may be assigned or transferred by any party. Any such assignment is prohibited, and shall be unenforceable and otherwise null and void without the need for further action by the non-assigning party or parties.
- 20. ACCOUNTING RECORDS. CONTRACTOR shall maintain accurate accounting records and other written documentation pertaining to all costs incurred in performance of this Agreement. Such records and documentation shall be kept at CONTRACTOR's office during the term of this Agreement, and for a period of three years from the date of the final payment hereunder, and made available to CITY representatives upon request at any time during regular business hours.
- **21. BINDING EFFECT.** The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the Agreement and their heirs, administrators, executors, personal representatives, successors and assigns.
- **22.** CORPORATE AUTHORITY. Each individual signing this Agreement on behalf of entities represents and warrants that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.
- **23. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be considered as an original and be effective as such.
- **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.

- **EURTHER ASSURANCES.** Each party shall execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.
- 27. GOVERNING LAW. The laws of the State of California will govern the validity of this Agreement and its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in Kern County, California.
- **28. INTERPRETATION.** Whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural.
- 29. MERGER AND MODIFICATION. This Agreement sets forth the entire agreement between the parties and supersedes all other oral or written representations. This Agreement may be modified only in a writing approved by the City Council and signed by all the parties.
- **30. NON-INTEREST.** No CITY officer or employee shall hold any interest in this Agreement (California Government Code section 1090).
- 31. <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

CONTRACTOR:

THYSSENKRUPP ELEVATOR CORPORATION

4720 W. Jennifer Avenue, Ste. 101

Fresno, California 93722

(559) 277-3064

RESOURCE ALLOCATION. All CITY obligations under the terms of this Agreement are subject to the appropriation and allocation of resources by the City Council.

33 .	TITLE TO DOCUMENTS. All documents, plans, and drawings, maps,
	photographs, and other papers, or copies thereof prepared by
	CONTRACTOR pursuant to the terms of this Agreement, shall, upon
	preparation, become CITY property.

34.	TA	X	N	U	Μ	B	ERS	
-----	----	---	---	---	---	---	------------	--

CONTRACTOR's Federal Tax ID N	umber	62-1211:	<u> 267</u>
CONTRACTOR is a corporation?	Yes	X	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	THYSSENKRUPP ELEVATOR CORPORATION
Ву:	By:
KAREN GOH Mayor	Aut Mass Insan Voller
	Title: Nect May
APPROVED AS TO FORM: VIRGINIA GENNARO City Attorney	
By:	
JOSHUA H. RUDNICK Deputy City Attorney	
Insurance:	
APPROVED AS TO CONTENT: PUBLIC WORKS DEPARTMENT	
By:NICK FIDLER	
Public Works Director	
COUNTERSIGNED:	
By:RANDY MCKEEGAN	
Finance Director	
Attachments: Exhibit A and Cer	tificates of Insurance

EXHIBIT A

Time and Material Work Order



September 28, 2020

DEVELOPMENTAL SERVICES

Bakersfield, CA 93301-5141

Purchaser: City Of Bakersfield Location: RABOBANK ARENA

Address: 1001 Truxtun Avenue Address: 1001 Truxtun Ave

Bakersfield, CA 93301-4714

RE: Rebuild Lift Power Unit

In exchange for thyssenkrupp Elevator's agreement to perform the work described in this Work Order (the "Work Order"), Purchaser agrees to pay thyssenkrupp Elevator for that work and all travel time at the hourly rate described below, reimburse thyssenkrupp Elevator any additional applicable sums that thyssenkrupp Elevator is obligated to pay its technicians in accordance with the collective bargaining agreement, reimburse thyssenkrupp Elevator all parking and toll charges it incurs in connection with that work and travel, and pay thyssenkrupp Elevator's charge for the materials it uses to complete that work.

Summary:

Elevator	Description	Repair category
STAGE LIFT	Time and Material	Operational

For further information, please see a detailed Scope of Work on the pages that follow.

Recommended by Service Technician: Weinberg, Guy

Team Rate: Eight Hundred Forty Three and 20/100 Dollars \$843.20 per hour

Team Rate (Overtime): One Thousand Six Hundred Eighty Six and 40/100 Dollars \$1,686.40 per hour

Work hours will not exceed 120.00 without written approval.

In the event you have any questions regarding the content of this Work Order please contact me at +1.

We appreciate your consideration.

Regards,

Jason Pollock thyssenkrupp Elevator Corporation 4720 W Jennifer Ave., #101 Fresno CA 93722 jason.pollock@thyssenkrupp.com |+1

Notice

No permits or inspections by others are included in this work, unless otherwise indicated herein. Delivery and shipping is included. All work is to be performed during regular working days and hours as defined in this Work Order unless otherwise indicated herein.

Time and Material Work Order



Scope of Work

Dear Sean:

thyssenkrupp Elevator Corporation (referred to as "thyssenkrupp Elevator" hereafter) has been solicited to perform work only to your elevator at the above location. thyssenkrupp Elevator proposes to furnish labor and material to do the necessary work during regular working hours, and based on all work being performed with our full and uninterrupted use of the elevator the work is to be performed on.

This quote establishes an agreed upon hourly rate for both an individual mechanic and/or a team. The hourly rates are established below. By signing this proposal you hereby assume responsibility for the debt incurred as a result of the work performed to the above unit. Please review this hourly rate and sign both pages of this quote before work can begin. Any material needed for repair work will be added to the cost of repair. This work is to be done between the hours of 8.00 AM to 4.30 PM.

Work is estimated for 80-100 crew hours. No labor will be done on overtime unless express written consent is provided by the City of Bakersfield. Labor will not exceed 120 crew hours without express written consent from the City of Bakersfield.

Materials are estimated for for \$30,000-\$40,000 and will not exceed \$45,000 without express written consent form the city of Bakersfield.

The Stage Lift was operated without sufficient hydraulic fluid causing severe damage to the motor, pump and valve. thyssenkrupp Elevator will remove the above components, rebuild, install, test, adjust and return the unit to service.

Time and Material Work Order



Terms and Conditions

thyssenkrupp Elevator does not assume any responsibility for any part of the vertical transportation equipment other than the specific components that are described in this Work Order and then only to the extent thyssenkrupp Elevator has performed the work described above.

No work, service, examination or liability on the part of thyssenkrupp Elevator is intended, implied or included other than the work specifically described above. It is agreed that thyssenkrupp Elevator does not assume possession or control of any part of the vertical transportation equipment and that such remains Purchaser's exclusively as the owner, lessor, lessee, possessor, or manager thereof.

Unless otherwise stated herein, thyssenkrupp Elevator's performance of this Work Order is expressly contingent upon Purchaser securing permission or priority as required by all applicable governmental agencies and paying for any and all applicable permits or other similar documents.

It is agreed that thyssenkrupp Elevator's personnel shall be given a safe place in which to work. thyssenkrupp Elevator reserves the right to discontinue its work in the location above whenever, in its sole opinion, thyssenkrupp Elevator believes that any aspect of the location is in any way unsafe until such time as Purchaser has demonstrated, at its sole expense, that it has appropriately remedied the unsafe condition to thyssenkrupp Elevator's satisfaction. Unless otherwise agreed, it is understood that the work described above will be performed during regular working days and hours which are defined as Monday through Friday, 8:00 AM to 4:30 PM (except scheduled union holidays). If overtime is mutually agreed upon, an additional charge at thyssenkrupp Elevator's usual rates for such work shall be added to the price of this Work Order.

In consideration of thyssenkrupp Elevator performing the work described above Purchaser, to the fullest extent permitted by law, expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit thyssenkrupp Elevator, its employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings made or brought against thyssenkrupp Elevator, its employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death that are alleged to have been caused by Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the vertical transportation equipment that is the subject of this Work Order, or the associated areas surrounding such equipment. Purchaser's duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death is determined to be caused by or resulting from the negligence of thyssenkrupp Elevator and/or its employees. Purchaser recognizes, however, that its obligation to defend thyssenkrupp Elevator and its employees, officers, agents, affiliates and subsidiaries under this clause is broader and distinct from its duty to indemnify and specifically includes payment of all attorney's fees, court costs, interest and any other expenses of litigation arising out of such claims or lawsuits.

Purchaser expressly agrees to name thyssenkrupp Elevator along with its officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure thyssenkrupp Elevator, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or or losses arising from the negligence or legal responsibility of thyssenkrupp Elevator and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives the right of subrogation.

thyssenkrupp Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor, troubles, strikes, lockouts, fire, explosions, theft, riot, civil commotion, war, malicious mischief, acts of God, or any cause beyond its control. thyssenkrupp Elevator Corporation shall automatically receive an extension of time commensurate with any delay regarding the work called for in this Work Order.

Should loss of or damage to thyssenkrupp Elevator's material, tools or work occur at the location that is the subject of this Work Order, Purchaser shall compensate thyssenkrupp Elevator therefor, unless such loss or damage results solely from thyssenkrupp Elevator's own acts or omissions.

If any drawings, illustrations or descriptive matter are furnished with this Work Order, they are approximate and are submitted only to show the general style and arrangement of equipment being offered. Work Order.

Purchaser shall bear all cost(s) for any reinspection of thyssenkrupp Elevator's work due to items outside the scope of this Work Order or for any inspection arising from the work of other trades requiring the assistance of thyssenkrupp Elevator.

Purchaser expressly agrees to waive any and all claims for consequential, special or indirect damages arising out of the performance of this Work Order and specifically releases thyssenkrupp Elevator from any and all such claims.

A service charge of 1.5% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. In the event of any default of any of the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, any attorney fees, court costs and all other expenses, fees and costs incurred by thyssenkrupp Elevator in connection with the collection of that defaulted amount.

Purchaser agrees that this Work Order shall be construed and enforced in accordance with the laws of the state where the vertical transportation equipment that is the subject of this Work Order is located and consents to jurisdiction of the courts, both state and Federal, of that as to all matters and disputes arising out of this Work Order. Purchaser further agrees to waive trial by jury for all such matters and disputes.

The rights of thyssenkrupp Elevator under this Work Order shall be cumulative and the failure on the part of the thyssenkrupp Elevator to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by thyssenkrupp Elevator in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this Work Order.

In the event any portion of this Work Order is deemed invalid or unenforceable by a court of law, such finding shall not affect the validity or enforceability of any other portion of this Work Order.

This Work Order shall be considered as having been drafted jointly by Purchaser and thyssenkrupp Elevator and shall not be construed or interpreted against either Purchaser or thyssenkrupp Elevator by reason of either Purchaser or thyssenkrupp Elevator's role in drafting same.

In the event Purchaser's acceptance of the work called for in this Work Order is in the form of a purchase order or other kind of document, the provisions, terms and conditions of this Work Order shall exclusively govern the relationship between thyssenkrupp Elevator and Purchaser with respect to the work described herein.

Time and Material Work Order



Acceptance

This proposal, together with the terms and conditions which are expressly made a part of this proposal and agreed to, when signed and accepted by the Purchaser and approved by an officer or an authorized representative of thyssenkrupp Elevator shall constitute exclusively and entirely the contract between the parties and all prior representation or agreements, whether written or verbal, not incorporated herein, are superseded. No changes in or addition to this agreement will be recognized unless made in writing and properly executed by both parties.

(Purchaser):	thyssenkrupp Elevator Corporation Management Approval
Ву:	By: Jason Pollock (Signature of Branch Representative)
(Signature of Authorized Individual) Sean Cacal	(Signature of Branch Representative)
(Print or Type Name)	Jason Pollock
(Print or Type Title)	Account Manager
	12/16/2020
(Date of Acceptance)	(Date of Execution)
Please contact	to schedule work at the following phone number



ADMINISTRATIVE REPORT

MEETING DATE: 1/6/2021 Consent – Resolutions f.

TO: Honorable Mayor and City Council

FROM: Nick Fidler, Public Works Director

DATE: 12/14/2020

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 4-228 (127 & 129 E. 8th Street) – Ward 1

2. Area 4-232 (830 Butte Street) - Ward 2

STAFF RECOMMENDATION:

Staff recommends adoption of the resolutions.

BACKGROUND:

On December 16, 2020 the Council adopted Resolutions of Intention No. 2068 and 2069 respectively, to add the above territories to the Consolidated Maintenance District as required by Section 13.04.021 of the Municipal Code. Inclusion in the Consolidated Maintenance District will provide for the maintenance of parks and/or street landscaping. For an area where a park has been constructed and/or street landscaping has already been installed, the area will be under the park and streetscape zones of benefit and will be assigned appropriate tier levels during the next Annual Update to the Consolidated Maintenance District. For an area where a park and/or street landscaping has not been installed, the area will be assigned appropriate tier levels when improvements are constructed.

The addition of these territories to the Consolidated Maintenance District is not prohibited by Proposition 218.

The City of Bakersfield has received a letter from the owner(s) of the properties described above which waives the public hearing concerning inclusion in the Consolidated Maintenance District. This allows the City to expedite the maintenance district process to satisfy the subdivision requirement. The owner(s) also have submitted a Proposition 218 ballot indicating their consent to the assessments.

In order to provide future property owners with disclosure regarding the inclusion of land in the

Consolidated Maintenance District and the estimated maximum annual cost per equivalent dwelling unit, a covenant has been drafted and will be recorded for each territory with the Kern County Assessor-Recorder's Office upon approval of these Resolutions.

ATTACHMENTS:

	Description	Type
	Resolution adding Area 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
ם	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
ם	Resolution adding Area 4-232 to the CMD	Resolution
ם	MD 4-232 Exhibit 1	Exhibit
D	MD 4-232 Exhibit A	Exhibit
ם	MD 4-232 Exhibit B	Exhibit
D	MD 4-232 Exhibit C	Exhibit
ם	MD 4-232 Exhibit D	Exhibit
D	MD 4-232 Exhibit E	Exhibit
ם	MD 4-232 Exhibit F	Exhibit

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

A RESOLUTION ADDING TERRITORY, AREA 4-228 (127 & 129 E. 8TH 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 4-228 (SPR #20-0009 for 127 E. 8th St.; SPR #19-0423 for 129 E. 8th St.), 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. 2068 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 4-228, as shown and designated on that certain map entitled "Map and Assessment Diagram for Addition of Territory, Area 4-228 (127 & 129 E. 8th 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 4-228\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 4-228 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	GOH 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 4-228

Fiscal Year 2020-2021

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

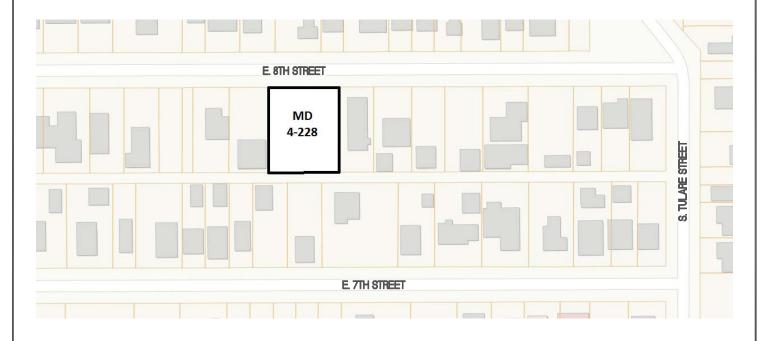
Area 4-228

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

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 4-228

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

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

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

A RESOLUTION ADDING TERRITORY, AREA 4-232 (830 BUTTE 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 4-232 (SPR #19-0410), 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. 2069 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 4-232, as shown and designated on that certain map entitled "Map and Assessment Diagram for Addition of Territory, Area 4-232 (830 Butte 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 4-232\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 4-232 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	GOH 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 4-232

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

^{**} 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: 1/6/2021 Consent – Resolutions g.

TO: Honorable Mayor and City Council

FROM: Nick Fidler, Public Works Director

DATE: 12/14/2020

WARD: Ward(s) 2, 3

SUBJECT: Resolutions of Intention (ROI) to add the following areas to the

Consolidated Maintenance District and preliminarily approving,

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

1. ROI No. 2070 adding Area 4-229 (1406 & 1409 Monterey Street)

– Ward 2

2. ROI No. 2071 adding Area 4-230 (1213 Columbus Street) – Ward 3

3. ROI No. 2072 adding Area 4-231 (905 E. 18th Street) – Ward 2

4. ROI No. 2073 adding Area 4-234 (4500 Buck Owens Boulevard)

- Ward 3

STAFF RECOMMENDATION:

Staff recommends adopting the resolutions of intention.

BACKGROUND:

Written requests have been received by the City Engineer from the owner(s) of the parcels to be included into the Consolidated Maintenance District as required by section 13.04.021 of the Municipal Code. Inclusion in the Consolidated Maintenance District will provide for the maintenance of 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 these Resolutions.

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

ATTACHMENTS:

	Description	Type
D	ROI#2070 adding Area 4-229 to the CMD	Resolution
D	MD 4-229 Exhibit 1	Exhibit
D	MD 4-229 Exhibit A	Exhibit
D	MD 4-229 Exhibit B	Exhibit
D	MD 4-229 Exhibit C	Exhibit
D	MD 4-229 Exhibit D	Exhibit
D	MD 4-229 Exhibit E	Exhibit
D	MD 4-229 Exhibit F	Exhibit
D	ROI#2071 adding Area 4-230 to the CMD	Resolution
D	MD 4-230 Exhibit 1	Exhibit
D	MD 4-230 Exhibit A	Exhibit
D	MD 4-230 Exhibit B	Exhibit
D	MD 4-230 Exhibit C	Exhibit
D	MD 4-230 Exhibit D	Exhibit
D	MD 4-230 Exhibit E	Exhibit
D	MD 4-230 Exhibit F	Exhibit
D	ROI#2072 adding Area 4-231 to the CMD	Resolution
D	MD 4-231 Exhibit 1	Exhibit
D	MD 4-231 Exhibit A	Exhibit
D	MD 4-231 Exhibit B	Exhibit
D	MD 4-231 Exhibit C	Exhibit
D	MD 4-231 Exhibit D	Exhibit
D	MD 4-231 Exhibit E	Exhibit
D	MD 4-231 Exhibit F	Exhibit
D	ROI#2073 adding Area 4-234 to the CMD	Resolution
D	MD 4-234 Exhibit 1	Exhibit
D	MD 4-234 Exhibit A	Exhibit
D	MD 4-234 Exhibit B	Exhibit
D	MD 4-234 Exhibit C	Exhibit
D	MD 4-234 Exhibit D	Exhibit
D	MD 4-234 Exhibit E	Exhibit
D	MD 4-234 Exhibit F	Exhibit

RESOLUTION OF INTENTION NO. 2070

A RESOLUTION DECLARING INTENTION TO ADD TERRITORY, AREA 4-229 (1406 & 1409 MONTEREY 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 4-229 (SPR #19-0408 for 1406 Monterey St.; SPR #19-0409 for 1409 Monterey 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.

	uncil of the	TIFY that the foregoing Resolution was passed City of Bakersfield at a regular meeting, by the following vote:	•
AYES: NOES: ABSTAIN: ABSENT:	COUNCILMEMBER COUNCILMEMBER COUNCILMEMBER COUNCILMEMBER	ARIAS, GONZALES, WEIR, SMITH, FREEMAN, GRAY, PARLIER	<u></u>
		JULIE DRIMAKIS, CMC CITY CLERK and Ex Officio Clerk of the Council of the City of Bakersfield	
APPRC)VED:		
KAREN MAYO	GOH R of the City of	Bakersfield	
	VED AS TO FOR IIA GENNARO torney	RM:	
	DSHUA RUDNICK eputy City Attor		
Attachr	nents: Exhibit ' Exhibit ' Exhibit '	"A" Exhibit "E"	

Exhibit "C"

PUBLIC WORKS DIRECTOR'S REPORT

ADDITION OF TERRITORY, AREA 4-229

Fiscal Year 2020-2021

Addition of territory to the Consolidated Maintenance District, as shown in Exhibit "A" is described as 1406 & 1409 Monterey 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:		
MICK FIDIED		

Public Works Director City of Bakersfield

LEGAL DESCRIPTION

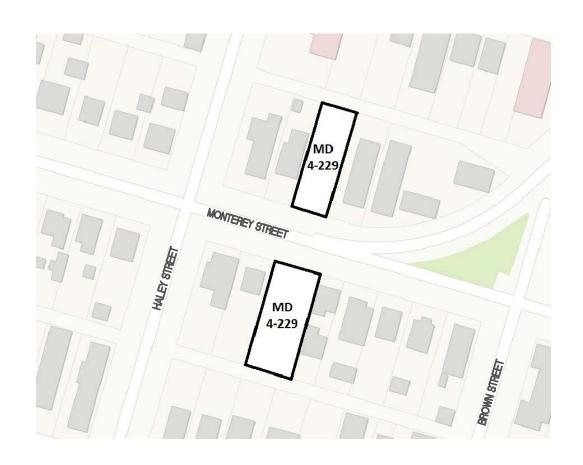
Area 4-229

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

SPR 19-0408, 19-0409 1406 & 1409 Monterey Street Bakersfield California

Containing: 0.4 Acres, more or less.

MAP AND ASSESSMENT DIAGRAM FOR ADDITION OF TERRITORY (AREA 4-229) 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 4-229

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
Estimated beginning rund balance (beliefly	Ψ0.00
Less: City Contributions	\$0.00
NET AMOUNT TO BE ASSESSED	\$0.00

^{**} Previous Years Deficits No Longer Carried Forward.

MAINTENANCE DISTRICT AREA 4-229

ASSESSMENT ROLL

FISCAL YEAR 2020-2021

Assessor's Tax No.		Total amount to be collected for FY (2020-2021)
015-260-13-00-2 015-310-03-00-7		\$0.00 \$0.00
013-310-03-00-7	0	\$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. 19-0408 (1406 Monterey Street) and 19-0409 (1409 Monterey Street in a Consolidated Maintenance District (CMD)

We, the undersigned, as owners of the property included within SPR No. 19-0408 (1406 Monterey Street) and 19-0409 (1409 Monterey 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.

Willer

Owner

Respectfully,

Jeremy Willer

Kimberly Vaylor

Owner

RESOLUTION OF INTENTION NO. 2071

A RESOLUTION DECLARING INTENTION TO ADD TERRITORY, AREA 4-230 (1213 COLUMBUS 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 3)

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

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

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

WHEREAS, it is the intention of the City Council of the City of Bakersfield to add territory, Area 4-230 (SPR #20-0079) 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 ((IFY 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	GOH 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 4-230

Fiscal Year 2020-2021

Addition of territory to the Consolidated Maintenance District, as shown in Exhibit "A" is described as 1213 Columbus Street and as shown on Map and Assessment Diagram marked Exhibit "B," attached hereto and incorporated herein by reference as though fully set forth, as an area within the City of Bakersfield.

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

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

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

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

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

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

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

NOW THEREFORE, I, NICK FIDLER, Director of Public Works of the City of Bakersfield, by virtue of the power vested in me and the order of the Council of said City, hereby submit the Fiscal Year 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:			
2 4 7 5 6			
NUOK FIF	N ED		

NICK FIDLER

Public Works Director City of Bakersfield

LEGAL DESCRIPTION

Area 4-230

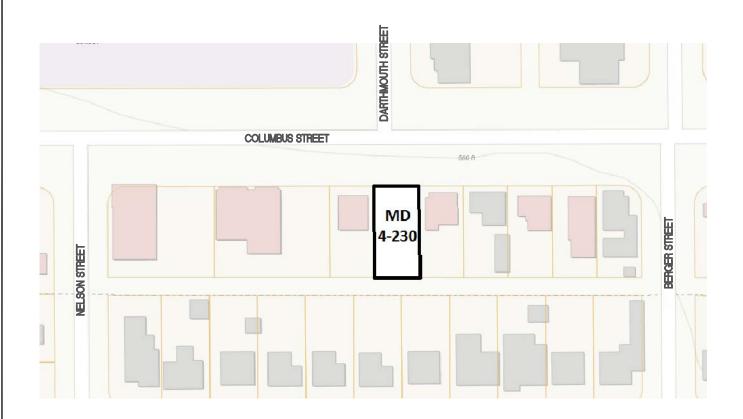
An area located in Section 21, Township 29, Range 28 M.D.B. & M., more particularly described as follows:

SPR 20-0079

1213 Columbus Street Bakersfield California

Containing: 0.12 Acres, more or less.

MAP AND ASSESSMENT DIAGRAM FOR ADDITION OF TERRITORY (AREA 4-230) 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 4-230

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

^{**} Previous Years Deficits No Longer Carried Forward.

MAINTENANCE DISTRICT AREA 4-230

ASSESSMENT ROLL

FISCAL YEAR 2020-2021

Assessor's Tax No. Total amount to

be collected for FY (2020-2021)

126-031-07-00-4 \$0.00

Total \$0.00

Inclusion of a Subdivision into the Consolidated Maintenance District



Probate Property Investments, LLC

11/19/2020

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

Dear Mr. Schroeter:

RE: Inclusion of SPR 20-0079 (1213 Columbus Street) in a Consolidated Maintenance District (CMD)

We, the undersigned, as owners of the property included within SPR 20-0079 (1213 Columbus 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,

Juan Carlos Morales

Probate Property Investments, LLC

Owner

1215 Columbus Street, Bakersfield, California 93305 Email: <u>probatehomes@yahoo.com</u> Phone: 323.236.4469

RESOLUTION OF INTENTION NO. 2072

A RESOLUTION DECLARING INTENTION TO ADD TERRITORY, AREA 4-231 (905 E. 18TH 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 4-231 (SPR #19-0407) 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	FIFY 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	GOH R of the City of	Bakersfield	
VIRGIN	OVED AS TO FOR IIA GENNARO torney	RM:	
	DSHUA RUDNICK eputy City Attor		
Attachr	nents: Exhibit ' Exhibit ' Exhibit '	'A" Exhibit "E"	

Exhibit "C"

PUBLIC WORKS DIRECTOR'S REPORT

ADDITION OF TERRITORY, AREA 4-231

Fiscal Year 2020-2021

Addition of territory to the Consolidated Maintenance District, as shown in Exhibit "A" is described as 905 E. 18th 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 4-231

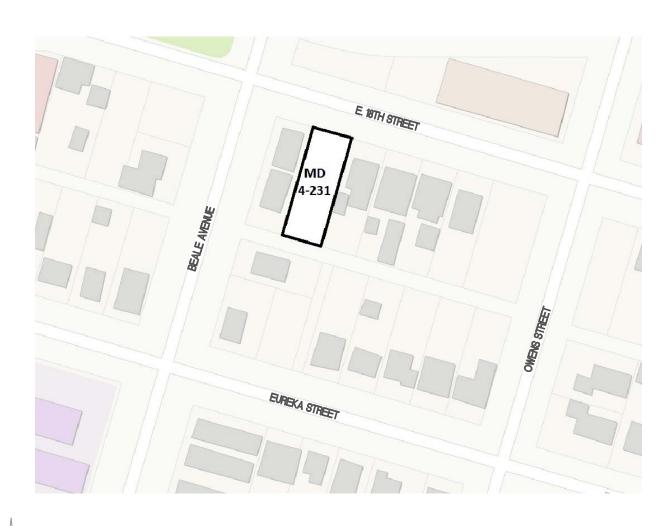
An area located in Section 29, Township 29, Range 28 M.D.B. & M., more particularly described as follows:

SPR 19-0407

905 E. 18th Street Bakersfield California

Containing: 0.18 Acres, more or less.

MAP AND ASSESSMENT DIAGRAM FOR ADDITION OF TERRITORY (AREA 4-231) 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 4-231

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	
NET AMOUNT TO BE ASSESSED	\$0.00
1421 / 11010 0141 10 02 / 10020020	Ψ0.00

^{**} Previous Years Deficits No Longer Carried Forward.

MAINTENANCE DISTRICT AREA 4-231

ASSESSMENT ROLL

FISCAL YEAR 2020-2021

Assessor's Tax No. Total amount to

be collected for FY (2020-2021)

017-270-02-00-7 \$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. 19-0407 (905 18th Street) in a Consolidated Maintenance District (CMD)

We, the undersigned, as owners of the property included within SPR No. 19-0407 (905 18th 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,

Jeremy Willer

Jeremy Willer Construction, Inc.

Owner

RESOLUTION OF INTENTION NO. 2073

A RESOLUTION DECLARING INTENTION TO ADD TERRITORY, AREA 4-234 (4500 BUCK OWENS BOULEVARD) 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 4-234 (CUP #18-0497) 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	TIFY that the foregoing Resolution was passed and add City of Bakersfield at a regular meeting thereof, by the following vote:	
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)VED:		
KAREN MAYO	GOH R of the City of	Bakersfield	
VIRGIN	OVED AS TO FOR IIA GENNARO :torney	RM:	
	DSHUA RUDNICH eputy City Attor		
Attachi	ments: Exhibit Exhibit Exhibit	"A" Exhibit "E"	

Exhibit "C"

PUBLIC WORKS DIRECTOR'S REPORT

ADDITION OF TERRITORY, AREA 4-234

Fiscal Year 2020-2021

Addition of territory to the Consolidated Maintenance District, as shown in Exhibit "A" is described as 4500 Buck Owens Boulevard 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	LER			

Public Works Director City of Bakersfield

LEGAL DESCRIPTION

Area 4-234

An area located in Section 14, Township 29, Range 27 M.D.B. & M., more particularly described as follows:

CUP 18-0497 4500 Buck Owens Blvd Bakersfield California

Containing: 6.08 Acres, more or less.

MAP AND ASSESSMENT DIAGRAM FOR ADDITION OF TERRITORY (AREA 4-234) 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 4-234

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

^{**} Previous Years Deficits No Longer Carried Forward.

MAINTENANCE DISTRICT AREA 4-234

ASSESSMENT ROLL

FISCAL YEAR 2020-2021

Assessor's Tax No. Total amount to

be collected for FY (2020-2021)

116-110-16-00-3 \$0.00

Total \$0.00

Vision Housing Ventures, LLC

12444 Victory Boulevard, Suite 118, North Hollywood, California 91606

December 7, 2020

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

Dear Mr. Schroeter:

RE: Inclusion of CUP 18-0497 (4500 Buck Owens Blvd) in a Consolidated Maintenance District (CMD)

We, the undersigned, as owners of the property included within CUP 18-0497 (4500 Buck Owens Blvd) 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,

Eli Cohen

Managing Director

Vision Housing Ventures Fund I, LLC



ADMINISTRATIVE REPORT

MEETING DATE: 1/6/2021 Consent – Resolutions h.

TO: Honorable Mayor and City Council

FROM: Nick Fidler, Public Works Director

DATE: 11/30/2020

WARD: Ward 2

SUBJECT: Resolution of Intention No. 2047 for the vacation of the north 19.46

feet by 82.50 feet of R Street, located 302.25 feet north of California

Avenue.

STAFF RECOMMENDATION:

Staff recommends approval of the resolution of intention.

BACKGROUND:

The City of Bakersfield Economic and Community Development Division is requesting the vacation of the north 19.46' by 82.50' of R Street, 302.25' north of California Avenue. The Mill Creek Village Home Owner's Association is installing a fence around the property. This area is needed for the gate at the R Street entrance to meet turnaround and stacking requirements.

The City Fire, Police, Public Works, Community Development, Recreation & Parks and Technology Services Departments have been notified of the request and no objections have been received as of the date of this report. The Public Works Department notes that there is City sewer within the vacated area. There are no City storm drain facilities in the vacated area. A public utility easement will be reserved. The utility companies serving the area have been notified by mail of the request and no objections have been received as of the date of this report.

Preliminary notices were also mailed to all adjacent property owners within a 300-foot radius of the proposed vacating area. Public Works has received no objections from these owners as of the date of this report.

The proposed vacation was approved by the Planning Division of the Development Services Department on April 24, 2020, per local ordinance and was found to be consistent with the Metropolitan Bakersfield 2010 General Plan pursuant to Government Code 65402.

It was determined this action is exempt from the requirements of the California Environmental Quality Act pursuant to Section 15061 (b) (3) of CEQA guidelines (general rule), because there is no possibility the action may have a negative effect on the environment.

This resolution of intention sets the public hearing date for the regular Council meeting of January 20, 2021.

ATTACHMENTS:

Description Type

Resolution Resolution
Exhibit - Map Exhibit

RESOLUTION OF INTENTION NO. 2047

A RESOLUTION OF THE COUNCIL DECLARING ITS INTENTION TO ORDER THE VACATION OF THE NORTH 19.46 FEET BY 82.50 FEET OF R STREET, LOCATED 302.25 FEET NORTH OF CALIFORNIA AVENUE (WARD 2)

WHEREAS, the City has received a request to vacate the north 19.46 feet by 82.50 feet of R Street, located 302.25 feet north of California Avenue (Ward 2); and

WHEREAS, for the above-described project, it was determined that the proposed vacation is exempt from CEQA, pursuant to Section 15061 (b) (3) of CEQA Guidelines (General Rule) in that there is no possibility that the proposed action could have a significant effect on the environment; and

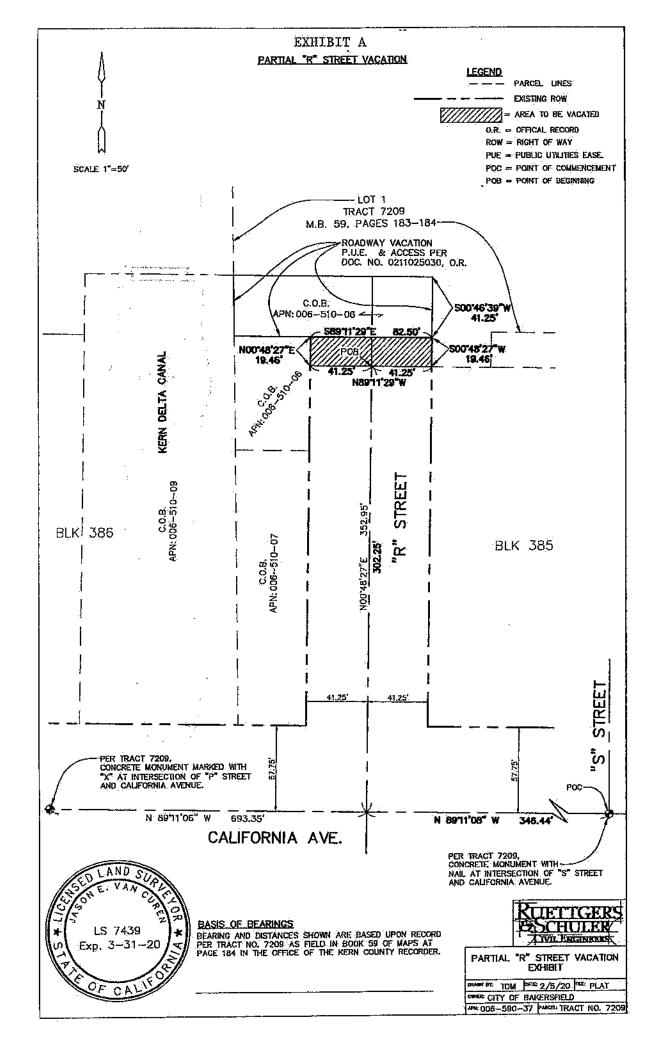
WHEREAS, in accordance with Bakersfield Municipal Code Section 2.28.120, the proposed vacation was found to be consistent with the Metropolitan Bakersfield General Plan pursuant to Government Code 65402 on April 24, 2020, by the Planning Director.

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

- 1. The above recitals are true and correct and are incorporated herein.
- 2. This Resolution of Intention is adopted pursuant to Section 8300, et seq. of the Streets and Highways Code of the State of California.
- 3. The Council intends to order the vacation of the north 19.46 feet by 82.50 feet of R Street, located 302.25 feet north of California Avenue, all in the City of Bakersfield, County of Kern, State of California, more particularly as shown on Exhibit "A" attached hereto and made part hereof.
- 4. The City is to reserve a Public Utility Easement (PUE) over the vacated area of the north 19.46 feet by 82.50 feet of R Street, located 302.25 feet north of California Avenue.
- 5. 5:15 PM, or as soon thereafter as the matter may be heard, on Wednesday, January 20, 2021, in the Council Chambers, City Hall, 1501 Truxtun Avenue, Bakersfield, California, is hereby fixed as the time and place when all persons interested in or objecting to the proposed vacation may appear before the City Council and be heard.
- 6. If gates are to be installed they must follow Bakersfield Municipal Code Section 15.65.190 Appendix D, Section D103.5.

- 7. The City Clerk shall cause notice of the date, hour, and place of said hearing on this Resolution of Intention to be published for two successive weeks prior thereto in Intention Bakersfield Californian and the Superintendent of Streets of the City of Bakersfield, California, shall cause "Notice of Vacation" to be posted as required by Section 8323 of the Streets and Highways Code of the State of California.
- 8. The City Clerk shall certify to the passage of this resolution and shall cause the same to be posted on the bulletin board at City Hall, 1600 Truxtun Avenue, in the City of Bakersfield, within fifteen (15) days after its passage.

adopted	d, by the Council of the	egoing Resolution/Ordinance was passed and City of Bakersfield at a regular meeting thereof by the following vote:			
		ZALES, WEIR, SMITH, FREEMAN, GRAY, PARLIER			
		JULIE DRIMAKIS, CMC CITY CLERK and Ex Officio Clerk of the Council of the City of Bakersfield			
APPROV	ED:				
K.A	AREN GOH ayor				
APPROV	ED AS TO FORM:				
VIRGINIA	A GENNARO, CITY ATTOR	PNEY			
	OSHUA RUDNICK eputy City Attorney				
Attachm	nents: Exhibit "A"				





ADMINISTRATIVE REPORT

MEETING DATE: 1/6/2021 Consent – Agreements i.

TO: Honorable Mayor and City Council

FROM: Darin Budak, Assistant Director of Recreation and Parks

DATE: 12/18/2020

WARD: Ward 3

SUBJECT: Agreement with Keith Barnes DBA The Garden Spot to provide

concession services at the Mesa Marin Sports Complex.

STAFF RECOMMENDATION:

Staff recommends approval of the agreement.

BACKGROUND:

The Mesa Marin Sports Complex (MMSC) contains a permanent concession facility as part of the complex. MMSC offers year-long City softball league play and hosts various local, regional, and national softball tournaments. Having concession services available for the participants, spectators, and officials is an important component in hosting these types of events. The City desires to enter into a new agreement to continue providing concession services as the previous agreement expired on August 17, 2020.

Due to the ongoing Covid-19 Pandemic regulations, staff postponed the Request for Proposal (RFP) to a later date. As the State of California and local Kern County Health Department evaluates future restrictions, Staff desired to have an agreement in place in the event programming for the facility is allowed in the near future to minimize any disruptions.

One (1) proposal was received prior to the deadline. The proposal received was from Keith Barnes DBA The Garden Spot, a local catering business and was the previous concessionaire. Staff reviewed Mr. Barnes' proposal and found it met the criteria in the RFP. The criteria included submitting a business plan, indicating experience in concession operations, listing menu items and pricing. Mr. Barnes has over 22 years of experience in the food services industry.

Under the terms of the agreement, Keith Barnes DBA The Garden Spot will pay the City 10% of the gross monthly sales and retain the remaining 90%. The agreement carries an initial term of three years, with the ability to renew the agreement for two additional one year periods. If approved, the new concessionaire will be ready to provide services when State and local health department allows recreation and sports programming at the facility.

ATTACHMENTS:

D

Description

Agreement

Туре

Agreement

AGREEMENT I	10	
-------------	----	--

INDEPENDENT CONTRACTOR'S AGREEMENT

THIS AGREEMENT is made and entered into on	, by
and between the CITY OF BAKERSFIELD, a municipal corporation, ("CITY" herein)
and KEITH BARNES dba THE GARDEN SPOT ("CONTRACTOR" herein).	

RECITALS

WHEREAS, CITY issued a Request for Qualifications and Proposals; and

WHEREAS, CONTRACTOR submitted a proposal regarding food concession services and menu; and

WHEREAS, CITY owns a concession building (herein "Concession") located at the Mesa Marin Sports Complex, 10315 Highway 178, Bakersfield, CA 93306 as illustrated in Exhibit A; and

WHEREAS, CONTRACTOR is engaged in the business of selling food and non-alcoholic beverages and other food products; and

WHEREAS, CITY desires to enter into an agreement with an independent contractor to provide concession labor and concession services, including the sale of food and beverages as approved by CITY; and

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

1. SCOPE OF WORK

- 1.1 CONTRACTOR shall operate and conduct a concession business with sales of the commodities set forth below:
- 1.1.1 Foods of all kinds, including but not limited to candies, cooked foods, prepared foods, ready-to-serve-foods, sweets, desserts, potato chips, nachos, pretzels, ice cream and popcorn, etc.; and
 - **1.1.2** Beverages of all kinds excluding alcoholic beverages.

2. CITY'S RESPONSIBILITIES.

- **2.1** <u>Concession Access</u>: CITY shall provide CONTRACTOR two sets of keys and access to Concession within a reasonable time, upon signing of this Agreement and as determined by CITY. CITY shall also make available to CONTRACTOR, such common areas, fixtures and equipment necessary as incorporated by reference herein and attached hereto as **Exhibit B** and **Exhibit C**. for CONTRACTOR to provide concession services for the Mesa Marin Sports Complex.
- **2.1.1** CITY reserves the right to contract with additional food vendors, out of independently operated food vendor booths without access to Concession building and equipment, for special events, including but not limited to state and national tournaments. CITY must provide CONTRACTOR notification prior to adding additional food booth vendors.
- **2.1.2** The quantity, price and brands of all items of food, beverages and other items to be sold under this Agreement shall be approved by CITY.
- 2.2 <u>Utilities</u>: CITY shall provide utilities, including electricity, water, and waste disposal. Telephone service, if needed, shall be provided and paid for by CONTRACTOR. CITY will provide access to electrical and gas hookups, as determined by CITY, as needed for commercial equipment as indicated in **Exhibit C**. At CITY's sole discretion, CITY may provide additional electrical outlets not provided in **Exhibit C**, upon request of CONTRACTOR. If CITY provides additional electrical outlets to Concession, upon CONTRACTOR request, CONTRACTOR shall reimburse CITY for the labor and material costs for the additional outlets within 60 days of completion and proof of costs submitted by CITY to CONTRACTOR.
- 2.3 <u>Removal of Trash and Garbage</u>: CITY shall establish a central location to which CONTRACTOR shall deliver all trash and garbage produced by CONTRACTOR's concession services on a daily basis when Concession is operated, or more frequently as determined by CONTRACTOR. CITY shall, at its sole expense, remove all trash and garbage placed by CONTRACTOR at such location as necessary and determined by CITY.
- **2.4** <u>Vandalism:</u> In the event any vandalism results in damage to Concession complex, including graffiti or structural damage, CITY shall be responsible for repairs. CITY will not be responsible for any vandalism, theft or other damages to CONTRACTOR's inventory, appliances or property.

3. CONTRACTOR RESPONSIBILITIES.

- 3.1 <u>Periods of Operations</u>: CONTRACTOR shall provide concession services at Mesa Marin Sports Complex during all regularly scheduled sporting events, as determined by CITY, including adult and youth league play, adult and youth tournaments, and as reasonably necessary to serve patrons as CONTRACTOR sees fit based on activity of the Mesa Marin Sports Complex.
- **3.2** <u>Product Designation Rights</u>: CONTRACTOR recognizes that the CITY may enter into exclusive product rights agreements for certain beverage categories.
- 3.3 <u>Capital Improvements, Equipment Repair and Maintenance</u>: Except as otherwise provided herein, CONTRACTOR will be responsible to maintain and clean the interior and exterior of concession stand to the standards set forth by County of Kern Environmental Health Department and CITY codes and permit specifications.
- 3.4 <u>License</u>, <u>Permits and Taxes</u>. CONTRACTOR's performance hereunder shall conform to the requirements of all applicable federal, state and municipal laws, statutes, ordinances, and regulations, including all necessary Kern County Department of Health permits and standards. All foods and beverages acquired by CONTRACTOR shall be stored and handled at all times consistent with applicable standards of sanitation, preservation and purity.
- 3.5 Annual Audit of Operations. As soon as practicable at the close of each fiscal year, but no later than 120 days after the last day of CONTRACTOR's fiscal year, CONTRACTOR at its sole cost, shall furnish to CITY a Concession operations balance sheet, a statement of profit or loss, and a statement of changes in financial condition, prepared in accordance with generally accepted accounting principles and accompanied by an accountant's report containing an opinion letter of the independent Certified Public Accountant preparing the report, which shall be a firm of local reputation selected by CONTRACTOR. In the event the accountant provides a letter with other than an "unqualified" opinion, CITY may request a further, in-depth audit at CONTRACTOR's expense.

4. COMPENSATION.

4.1 <u>Concession Fees.</u> On or before the 20th day of each month, CONTRACTOR shall deliver to CITY: 1) a true and correct statement of the CONTRACTOR'S gross receipts for the Concession for the prior month, and 2) the CITY's gross receipt share as detailed in section 4.1.2.

- **4.1.1** On all sales of food and beverages, CONTRACTOR shall retain ninety percent (90%) of the monthly gross Concession receipts.
- **4.1.2** On all sales of food and beverages, CITY shall receive ten percent (10%) of the monthly gross Concession receipts.
- 5. FURNITURE, FIXTURES AND EQUIPMENT. CITY shall supply the furniture, fixtures and equipment to CONTRACTOR to accomplish the concession services set out in this Agreement, as set forth in Exhibit C, which is attached hereto and incorporated by reference herein. CONTRACTOR will supply all other equipment, tools, materials and supplies as approved by CITY and necessary to perform the services under this Agreement. CONTRACTOR shall prevent the public from accessing any equipment used to perform the services called for under this agreement. CONTRACTOR shall not add any equipment, machinery or appliances without prior approval by CITY.

6. TERM AND TERMINATION.

- 6.1 <u>Term; Option to Extend</u>. This Agreement is effective for a period of three (3) years from date executed and may be terminated by either party upon thirty (30) days written notice served by mail or personal service. This Agreement may be renewed at the option of CITY and CONTRACTOR for two (2) consecutive additional one (1) year periods, upon terms satisfactory to CITY and CONTRACTOR.
- 7. <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.
- 8. <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.
- 9. <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. If a corporation, at least one officer or key employee shall hold the required licenses or professional degrees. If a partnership, at least one partner shall hold the required licensees or professional degrees.
 - 10. STANDARD OF PERFORMANCE. All work shall be performed in

conformity with all legal requirements and industry standards observed by a specialist of the profession in California.

- 11. <u>MERGER AND MODIFICATION</u>. This contract sets forth the entire Agreement between the parties and supersedes all other oral or written representations. This contract may be modified only in a writing approved by the City Council and signed by all the parties.
- 12. <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.
- 13. <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.
- 14. <u>SB 854 COMPLIANCE</u>. To the extent Labor Code Section 1771.1 applies to this Agreement, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, be subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. The prime contractor is required to post job site notices in compliance with Title 8 California Code of Regulations Section 16451. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- 15. <u>INDEPENDENT CONTRACTOR</u>. This Agreement calls for the performance of the services of CONTRACTOR as an independent contractor. CONTRACTOR is not an agent or employee of the CITY for any purpose and is not entitled to any of the benefits provided by CITY to its employees. This Agreement shall not be construed as forming a partnership or any other association with

CONTRACTOR other than that of an independent contractor.

- **16.** <u>DIRECTION</u>. CONTRACTOR retains the right to control or direct the manner in which the services described herein are performed.
- 17. <u>INSURANCE</u>. In addition to any other insurance or bond required under this Agreement, the CONTRACTOR shall procure and maintain for the duration of this Agreement the following types and limits of insurance ("basic insurance requirements") herein:
- 17.1 <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:
 - **17.1.1** Provide coverage for owned, non-owned and hired autos.
- 17.2 <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:
 - 17.2.1 Provide contractual liability coverage for the terms of this Agreement.
 - **17.2.2** Provide unlimited products and completed operations coverage.
 - 17.2.3 Contain an additional insured endorsement in favor of the City, its mayor, council, officers, agents, employees and volunteers.
 - 17.2.4 All policies shall be written on a first-dollar coverage basis, or contain a deductible provision. Subject to advance approval by the CITY, CONTRACTOR may utilize a Self-Insured Retention provided that the policy shall not contain language, whether added by endorsement or contained in the Policy Conditions, that prohibits satisfaction of any Self-Insured provision or requirement by anyone other than the Named Insured, or by any means including other insurance or

which is intended to defeat the intent or protection of an Additional Insured.

- 17.3 <u>Workers' compensation insurance</u> with statutory limits and employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall contain a waiver of subrogation in favor of the City, its mayor, council, officers, agents, employees and volunteers.
- 17.4 All policies required of the CONTRACTOR shall be primary insurance as to the CITY, its mayor, council, officers, agents, employees, or designated volunteers and any insurance or self-insurance maintained by the CITY, its mayor, council, officers, agents, employees, and designated volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- 17.5 Except for workers' compensation, insurance is to be placed with insurers with a Best's rating as approved by CITY's Risk Manager, but in no event less than A-:VII. Any deductibles, self-insured retentions or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Best's A-:VII, must be declared prior to execution of this Agreement and approved by the CITY in writing.
- 17.6 Unless otherwise approved by CITY's Risk Manager, all policies shall contain an endorsement providing the CITY with thirty (30) days written notice of cancellation or material change in policy language or terms. All policies shall provide that there shall be continuing liability thereon, notwithstanding any recovery on any policy. Copies of policies shall be delivered to CITY on demand.
- 17.7 The insurance required hereunder shall be maintained until all work required to be performed by this Agreement is satisfactorily completed as evidenced by written acceptance by the CITY.
- 17.8 The CONTRACTOR shall furnish the City Risk Manager with a certificate of insurance and required endorsements evidencing the insurance required. The CITY may withdraw its offer of contract or cancel this contract if certificates of insurance and endorsements required have not been provided prior to the execution of this Agreement.
- 17.9 Full compensation for all premiums which the CONTRACTOR is required to pay on all the insurance described herein shall be considered as included in the prices paid for the various items of work to be performed under the Agreement, and no additional allowance will be made therefor or for additional premiums which may be required by extensions of the policies of insurance.

- 17.10 It is further understood and agreed by the CONTRACTOR that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance obtained and carried by the CONTRACTOR in connection with this Agreement.
- 17.11 Unless otherwise approved by the CITY, if any part of the work under this Agreement is subcontracted, the "basic insurance requirements" set forth above shall be provided by, or on behalf of, all subcontractors even if the CITY has approved lesser insurance requirements for CONTRACTOR.
- 17.12 CONTRACTOR shall provide, when required by CITY, performance, labor and material bonds in amounts and in a form suitable to CITY. CITY shall approve in writing all such security instruments prior to commencement of any work under this Agreement.
- 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 contract. CITY shall be allowed to recover from CONTRACTOR, and CONTRACTOR shall pay on demand, all costs of notification.
- 19. <u>INDEMNITY</u>. CONTRACTOR shall indemnify, defend, and hold harmless CITY, its officers, agents and employees against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by CONTRACTOR, CONTRACTOR's employees, agents, independent contractors, companies, or subcontractors in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by a party indemnified hereunder, except for CITY's sole active negligence or willful misconduct.
- **20. EXECUTION.** This Agreement is effective upon execution. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.
- 21. <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, 3rd Floor Bakersfield, California 93301

CONTRACTOR: KEITH BARNES dba THE GARDEN SPOT

2508 Pine Street

Bakersfield, CA 93301

(661) 330-4859

22. GOVERNING LAW. The laws of the State of California will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in Kern County, California.

- 23. <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.
- 24. 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.
- 25. <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. This Agreement may be executed in any number of counterparts, each of which shall be considered as an original and be effective as such.
- **26.** 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 the property of the CITY.

- 27. 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 said records shall be made available to CITY representatives upon request at any time during regular business hours.
- 28. <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.

29. TAX NUMBERS.

CONTRACTOR's Federal Tax ID Number	er <u>20-28372</u> 63
CONTRACTOR is a corporation? Yes_	
·	(Please check one.)

- **30.** <u>NON-INTEREST</u>. No officer or employee of the CITY shall hold any interest in this Agreement (California Government Code section 1090).
- 31. <u>RESOURCE ALLOCATION</u>. All obligations of CITY under the terms of this Agreement are subject to the appropriation and allocation of resources by the City Council.

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

	"CITY"	"CONTRACTOR"	"CONTRACTOR"					
CITY	OF BAKERSFIELD	KEITH BARNES dba THE GARDE	ΞN					
		SPOT						
		$\mathcal{T}_{\mathcal{K}}$						
By:		By						
	KAREN GOH	KEÍTH BARNES						
	Mayor	Owner						

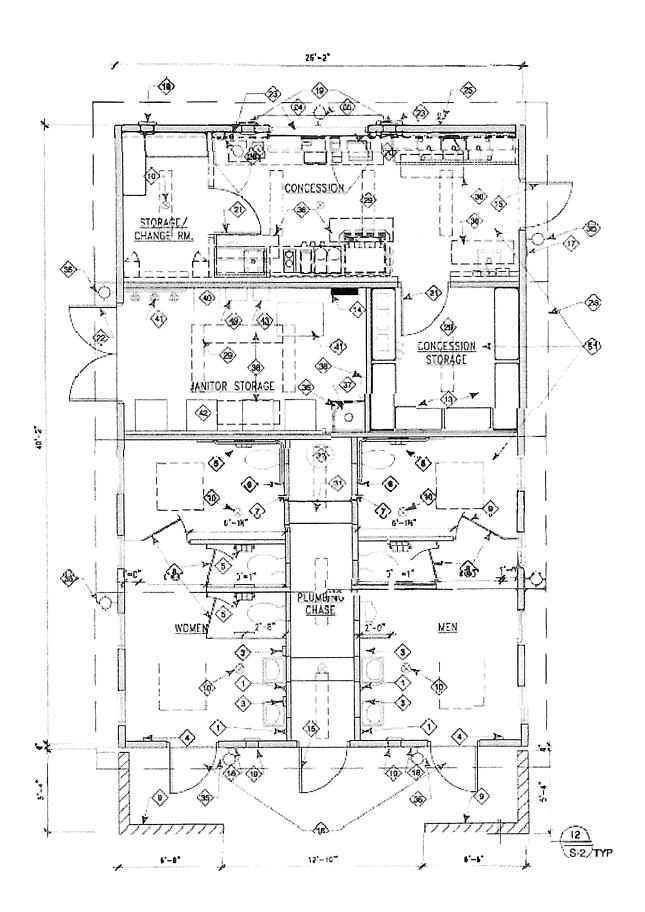
Additional Signatures on Following Page

VIRG	OVED AS TO FORM: INIA GENNARO Attorney
Ву:	CHRISTINA J. OLESON Deputy City Attorney
	Insurance:
	OVED AS TO CONTENT: EATION AND PARKS DEPARTMENT
Ву:	DIANNE HOOVER Recreation and Parks Director
COUI	NTERSIGNED:
Ву:	RANDY MCKEEGAN Finance Director

Attachments: Exhibit A - Concession Design Layout

Exhibit B – Mesa Marin Softball Complex Design Layout Exhibit C – City-Provided Equipment List for Concession

Exhibit D - The Garden Spot Proposal

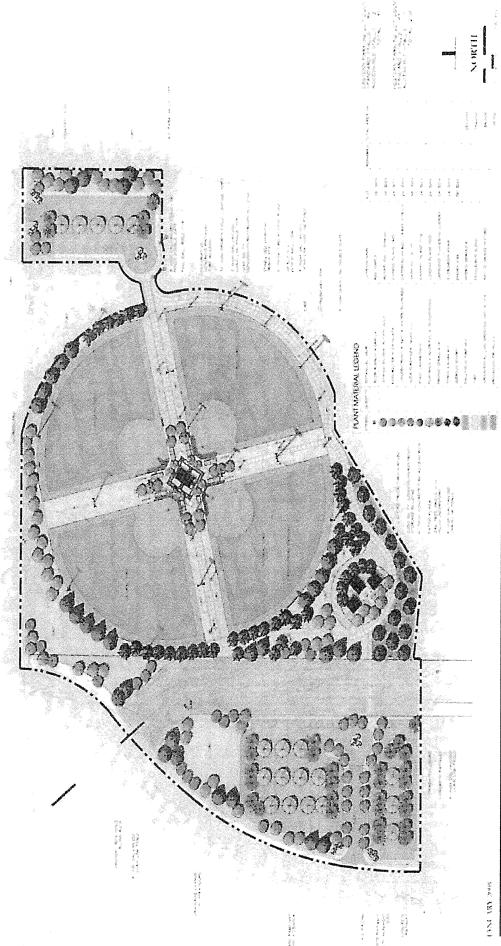


C:\DOCUME~1\jnavarro\LOCALS~1\Temp\XPgrpwise\Mesa Marin Concession Floor Plan.docx

MESA MARIN
SPORTS COMPLEX
CITY OF BAKERSFIELD
BAKERSFIELD, CA

DESIGN DEVELOPMENT FINAL SITE PLAN





MESA MARIN CONCESSION

CITY-PROVIDED EQUIPMENT LIST EXHIBIT "C"

- 3 ea. floor drains with trap primers (install the required underground plumbing for the concession area only)
- 3 ea. floor sinks
- 8 ea. sink connections with hot and cold water (include some minor cutting of slab to make required connections)
- 6" concrete floor with #4 rebar
- 3 ea. 120 volt connections to the new air curtains and 1 ea. connections to the 3 ton HVAC unit.
- Epoxy flooring in concession area with a 6" tile base coving around the floor of the concession as required by health department.
- Custom front counter 16. ga stainless steel 24" x 132"
- Faucet, Fisher Model # 3252 with back splash, mount 8" adjustable centers and 10" swing spout
- Custom pot sink with a 3 tub construction, 2 drain boards with a 14" spout/Fisher Faucet.
- 1 ea. Soap dispenser, 1 ea. hand sink and 1 ea. towel dispenser
- 3 ea. Leaver Waste, Fisher Model #22209, Drain King waste valve with flat strainer 12 GPM drain rate cast red brass body
- Stainless steel shelf 18"x96" and 1-18"x48"
- 2 ea. Air Curtains, Mars Model # W-25, and Mars Model # 36NCH
- 1 ea. Back Counter Custom Stainless 18"x48"
- 2 ea. Lockers 18"W x 18" DX60" H, Factory coated.
- 1 ea. Prep sink w/Faucet Custom Stainless Construction 18"x18" with 8" spout
- 1 ea. 3 ton, Carrier Model # 50EZ or approved equal.

EXHIBIT D

Food Concession Services Proposal Mesa Marin Softball Complex 10800 Kern Canyon Road Bakersfield, CA 93306

Keith Barnes, Sole Proprietor,
DBA K. B. Concessions
Aka The Garden Spot
2508 Pine St
Bakersfield, CA 93301
661-330-4859
thegardenspot@att.net

K.B. Concessions AKA The Garden Spot

12/7/2020

Dear Diane Hoover, Mayor Karen Goh, City Council, et al.

It has been my pleasure to have worked with the City of Bakersfield Department of Parks and Recreation at the Mesa Marin Sports Complex for the last four years. We have made it a priority to provide quality food, reasonable prices, quick service and an enjoyable experience for the guests and players at the concession stand. In these turbulent and challenging times, I will work with the City and staff to provide creative opportunities to serve our guests safely and in compliance and with current protocols.

It is my intent to submit a proposal to be considered as the vendor of the food concession at the Mesa Marin Softball Complex.

There are no conflicts of interest that exist or that would exist in myself, my staff or my business with me providing concession services with The City of Bakersfield.

I, Keith Barnes, declare that all the statements that are included in this proposal are true and correct and shall constitute a warranty.

This proposal shall remain valid for no less than 60 days.

Date /2-7-20

Keith Barnes, Sole Proprietor

2508 Pine St. Bakersfield CA 93301 661-323-3236 thegardenspot@att.net

Menus

We provide a menu for the league play Monday through Friday and an additional menu for tournaments with a broader selection for the players and families that may spend a great portion of their day at the park. We add special menu items for events that request it or that may benefit from it. We provide name brand packaged foods and high quality, fresh made lunch and dinner entrees. As we are able to reopen form the pandemic, we will evaluate the safest way to package, serve and staff to keep everyone safe.

K.B. Concessions League Menu Monday - Friday

Quarter Lb. Hot Dog \$3.00
Chili Cheese Dog \$4.00
Nachos \$4.00
Nachos w/cheese & chili \$5.00
Small Frito Boat \$2.50
Reg. Frito Boat \$4.00
Bag Chips \$1.25
Hot Cheetos & Cheese
Small \$2.00 Regular \$3.00
Sunflower Seeds \$1.25
Candy Bars \$1.50
Energy Bar \$2.50
Nature Valley Bar \$1.50
Extras

Jalapenos \$.75 Cheese\$1.00 Chili Meat 1.50

Beverages

Caned Soda \$1.00

Bottled Water \$1.00

Bottled Drinks \$2.00

Energy Drinks \$3.00

-Prices Include Sales Tax-

K.B. Concessions Tournament Menu

(May be adjusted to fit the tournament)

Breakfast Burrito \$4.00

(Bacon or Sausage)

Pastries, Muffins \$3.00

Yogurt \$2.00

3 Street Tacos \$5.00

(Carne Asada or Chicken)

BBQ Deep Pit Pork Sandwich \$5.00

Tri Tip Sandwich \$6.00

Quarter Lb. Hot Dog \$3.00

Chili Cheese Dog \$4.00

Nachos \$4.00

Carne Asada Nachos \$5.00

Nachos w/cheese & chili \$5.00

Small Frito Boat \$2.50

Reg. Frito Boat \$ 4.00

Bag Chips \$1.25

Hot Cheetos & Cheese

Small \$2.00 Regular \$3.00

Sunflower Seeds \$1.25

Candy Bars \$1.50

Energy Bar \$2.50

Nature Valley Bar \$1.50

Extras

Jalapenos \$.75

Cheese\$1.00

Chili Meat 1.50

Beverages

Caned Soda \$1.00

Bottled Water \$1.00

Bottled Drinks \$2.00

Energy Drinks \$3.00

-Prices Include Tax-



ADMINISTRATIVE REPORT

MEETING DATE: 1/6/2021 Consent – Agreements j.

TO: Honorable Mayor and City Council

FROM: Nick Fidler, Public Works Director

DATE: 11/24/2020

WARD: Ward 6

SUBJECT: Final Map, Improvement Agreement and Landscape Agreement with

Wincomp, LLC for Tract 6663, Unit 2 located south of Panama Lane

and west of Ashe Road.

STAFF RECOMMENDATION:

Staff recommends approval of map and the agreement.

BACKGROUND:

Per Bakersfield Municipal Code Chapter 16, "Subdivisions," Tentative Tract Map 6663 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, Wincomp, LLC, wishes to record a portion of the tentative tract map (through a final map), the developer must execute an improvement agreement through which the developer agrees to complete the construction of the improvements within one year of the date the agreement is executed. The City Engineer may extend the time to complete the improvements upon request. Certificates of occupancy or final inspections will not be allowed for any building within the bounds of the final map until these required improvements are completed and accepted by the City of Bakersfield and a notice of completion for the improvements is recorded.

The Public Works Department has completed the review of the final map submitted by the developer and is recommending that the Council approve the map. In addition, the Improvement agreement outlining the developer's responsibilities for onsite infrastructure improvements, which typically accompanies approval of the final map, is also included and recommended for approval.

ATTACHMENTS:

Description

Type

□ Tract 6663 Phase 2 - Improvement Agreement

Agreement

Tract 6663 Phase 2 - Final Map

Backup Material

IMPROVEMENT	AGREEMENT NO.	

FOR

Tract 6663 Phase 2

THIS IMPROVEMENT	AGREEMEN!	「("Agreem	ent") is	entered	into	on and
effective as of		_ (the "Effec	tive Da	te"), by c	and b	etween
the CITY OF BAKERSFIELD, a	municipal (corporation	("City")	and Win	comp	, LLC, a
California Limited Liability	Company	authorized	to do	business	in Co	alifornia
("Developer").						

RECITALS

WHEREAS, Developer is developing and subdividing land in the City of Bakersfield, commonly referred to as **Tract 6663 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 **September 7, 2006**, 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.
- 5. GUARANTEE AGAINST DEFECTS. Developer hereby guarantees all features of the Improvements against defective work or labor done, or defective materials furnished, in the performance of this Agreement for a period of one year following recordation of the NOC. Upon City's demand, Developer will correct, repair, or replace promptly all such defective work or labor done, or defective materials furnished, as may be discovered within the one-year guarantee period. The one-year guarantee period on private improvements will begin when the NOC is recorded.

6. IMPROVEMENT SECURITY.

- **6.1.** Required Security. Developer must provide acceptable security (the "Security") as detailed in Exhibit B, which is incorporated herein by reference, for the following obligations:
 - **6.1.1. Performance** of the obligations of the Agreement by a full and timely completion of the Improvements;
 - **6.1.2. Labor & Materials/Payment** to all contractors and subcontractors and to persons renting equipment or furnishing labor or materials for the Improvements, except as provided in BMC Section 16.32.040; and
 - **6.1.3. Warranty/Maintenance** against any defective work or labor performed on or defective materials furnished for the Improvements for a period of one year following recordation of the NOC of the Improvements as outlined above.
- **6.2.** <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

_

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

- sureties that substantially conforms with the form set forth in Government Code Section 66499.1 or any successor statute;
- **6.2.2.** Cash deposited with City; or
- **6.2.3.** An irrevocable letter of credit from one or more responsible financial institutions regulated by state or federal government and pledging that the funds are on deposit and guaranteed for payment on demand by City.
- **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 tract have not been completed in a timely manner at the time Developer requests building permits or inspections for any lot within the Covered Phase;
- **7.2.6.** Withhold the issuance of building permits in subsequent phases until all Improvements in the Covered Phase are completed and approved by City Engineer; and
- **7.2.7.** Revert the real property to acreage. By executing this Agreement, Developer warrants that it has authority from each party having record title interest in the Project to act as such party's agent for purposes of the provisions of this subsection and to waive, and, hereby, waives any right to a hearing on such reversion.

Right of Entry. If City elects to exercise its right to the secured funds under this section, Developer hereby grants the right of entry to the Project to City, the surety, and the City's and surety's designated representatives for the purposes of completion of the Improvements or evaluation of any claims on secured funds under this Agreement. It is the responsibility of City, the surety, or the City's or surety's designated representatives to obtain any permission necessary for legal entrance to and/or construction on the Project from the Project's owner should Developer not own or have rights to the Project. It is also the responsibility of the surety to provide adequate insurance and comply with all regulations, permits, and ordinances while on the Project site or before beginning any work within City's

right-of-way.

- 8. NO WAIVER OF DEFAULT. A failure to enforce any provision of this Agreement will not constitute a waiver of the right to enforce the provision at a later time and will not serve to vary the terms of this Agreement.
- 9. NO WAIVER BY CITY. Inspection of the work and/or materials, or approval of the work and/or materials inspected, or a statement by any officer, agent, or employee of City indicating the work or any part thereof complies with the requirements of this Agreement, or acceptance of the whole or any part of the work and/or materials, or payments therefore, or any combination of all of these acts, will not relieve Developer of the obligation to fulfill this Agreement as prescribed; nor will City be thereby estopped from bringing any action for damages arising from Developer's failure to comply with any of the terms and conditions of this Agreement.

10. INDEMNITY.

- 10.1 Developer will indemnify, defend, and hold harmless City and its Council, officers, agents, and employees against any and all liability, claims, actions, causes of action, or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by Developer or Developer's employees, agents, independent contractors, or companies in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by City, except as limited by California Civil Code Section 2782 or caused by City's sole active negligence or willful misconduct.
- 10.2 Developer, at its own cost, expense, and risk must defend all legal proceedings that may be brought against City or its Council, officers, agents, or employees, on any liability, suit, claim, or demand that Developer has agreed to indemnify them against herein, and must satisfy any resulting judgment that may be rendered against any of them.

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

11. <u>INSURANCE</u>.

- 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 Public Works Department Attention: Subdivisions 1600 Truxtun Avenue Bakersfield, California 93301 Telephone: (661) 326-3724
Developer:	Wincomp, LLC 1800 Westwind Drive, Suite 101 Bakersfield, CA 93301 Telephone: (661) 323-8900
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.

1	2.	1	0.	Tax	Numbers	

Developer's Federal Tax Ider	ntificatio	on No.	61-1742	<u> 2538</u>
Developer is a corporation?				
		(Please	check or	1e.)

- **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	Wincomp, LLC
By: KAREN GOH Mayor	By: Jasen Lewy Print Name: JASEN LEWY
APPROVED as to form: VIRGINIA GENNARO City Attorney	Title: _MEMBER_
City Attorney	By:
Dv.	Print Name:
JOSHUA RUDNICK Deputy City Attorney	Title:
Insurance/Surety:	
APPROVED as to content: PUBLIC WORKS DEPARTMENT	
Ву:	
NICK FIDLER Public Works Director	
COUNTERSIGNED:	
By: RANDY MCKEEGAN	
Finance Director	
Attachments: Exhibit A – Checklist for Notic Exhibit B – Required Security Exhibit C – Engineer's Estimat Exhibit D – Security	

Exhibit E - Insurance

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed

the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.
STATE OF CALIFORNIA }
COUNTY OF KERN
On Dec 1, 2020 before me, Kimberly Maxwell Notary Public,
Date (here insert name and title of the officer)
personally appeared <u>TASEN</u> LOWY
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.
Signature: (Seal) OPTIONAL
Description of Attached Document
Title or Type of Document: Agree. Number of Pages:
Title or Type of Document: Agree. 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 INSTRUCTION	NS	

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

OK NA Checklist Item

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

EXHIBIT A

FOR PRIVATE TRACTS ADD THE FOLLOWING ITEMS:

OK	NA	Checklist item
		Provide certification to the City Engineer that, except as otherwise provided, the private improvements have been constructed to City standards, ordinances, and policies, all in accordance with approved plans. This shall be stamped and signed by the Engineer of Record.
		Submit to the City Engineer copies of the sewer video, forms, and the inspection log
		Provide written verification from the Fire Department that all gates, locks, and keys have been installed or provided to their satisfaction

Required Security

TYPE OF SECURITY	Performance	Labor & Materials/ Payment	Warranty/ Maintenance
WHEN REQUIRED	When Developer submits executed Agreement and final map to City for approval	When Developer submits executed Agreement and final map to City for approval	Before City records the NOC of the Improvements
AMOUNT OF SECURITY	100% of the total estimated cost of the Improvements as reflected in the Engineer's Estimate attached hereto as Exhibit C and incorporated herein by reference ("Engineer's Estimate")	50% of the total estimated cost of the Improvements as reflected in the attached Engineer's Estimate	10% of the total estimated cost of the Improvements as reflected in the attached Engineer's Estimate
DATE OF RELEASE/ REDUCTION	Within 30 days after City records a NOC of the Improvements; but, if City discovers that Developer performed defective work or labor or furnished defective materials in completing the Improvements or Developer damages the Improvements after City records the NOC, the Security will be released only after Developer has repaired or replaced the defective or damaged Improvements to City's satisfaction. When submitted to City, the Performance Security, on its face, must be effective for no fewer than 18 months after the Effective Date of this Agreement and subject to the requirements of this section. City may, in its sole discretion, authorize a reduction of the face value of the Performance Security, if requested by Developer, once the Improvements are sufficiently completed to make them operational and usable as a public improvement. If the reduction is authorized, City will use the Engineer's Estimate to determine the amount of the reduction based on the portion of the Improvements completed; but, in no case, will City authorize a reduction of the face value of the Security below 50% of the originally required amount.	90 days after City records a NOC of the Improvements unless City receives written notice that an action or stop notice has been filed related to the construction of the Improvements, in which case the Security, at Developer's request, may be reduced to an amount not less than the total of all claims on which an action or stop notice has been filed	18 months after recordation of the NOC of the Improvements

BOND ESTIMATE - Reduced for Partial Completion	letion		Date:	11/13/2020		
for City of Bakersfield Tracts			Job No:			
Tract 6663 - Phase 2			Prepared By:	nsq		
					COB Revised	
Item No. Item Description	aty	Chit	Unit \$	Item \$	% Complete	\$ Completed Items
Storm Drain Improvements						
1. 18" Storm Drain (RGJ-RCP)	630	<u>~</u>	95.00	59,850	%26	56,858
2. Type A Catch Basins	9	ea	2000.00	30,000	%06	27,000
	-	еа	4000.00	4,000	%06	3,600
		ļ	Sub-Total	93,850	Sub-Total	87,458
Sewer Improvements						
	933	<u></u>	50.00	46,650	95%	44,318
5. 8" Sewer Line	404	<u>-</u>	55.00	22,220	%56	21,109
6. 4" Laterals	1288	<u>-</u>	30.00	38,640	%06	34,776
	2	ea	650.00	1,300	%06	1,170
8. Standard Manhole, 6' to 8'	9	ea	2600.00	15,600	%06	14,040
			Sub-Total	124,410	Sub-Total	115,413
=						
	69	еа	1100.00	75,900	%06	68,310
	2457	<u>=</u>	35.00	85,995	%06	968'424
	270	<u>=</u>	00.09	16,200	%06	14,580
	ω	ea	1560.00	12,480	%06	11,232
13. 6" Fire Hydrant	7	a a	4000.00	28,000	%06	25,200
	-	ea	1200.00	1,200	%0	0
15. Wharf Hydrant	0	ea	2000.00	0	%0	0
			Sub-Total	219,775	Sub-Total	196,718
Street Improvements						
16. A.C. Paving	1,878	tus	75.00	140,850	%0	0
17. Aggregate Base (Class 2)	3,066	Ś	70.00	214,620	20%	107,310
	3,679	cy	25.00	91,980	%06	82,782
	4,111	<u>-</u>	25.00	102,775	%06	92,498
	18,519	sĮ	6.00	111,114	%0	0
21. Dríveways (6" thick)	7,305	sť	9.00	65,745	%06	59,171
_	άO	ea	2500.00	20,000	%06	18,000
	10	ea	300.00	3,000	%0	0
24. Street Lights - COB Standard	10	ea	00.0009	000'09	%0	0
	9	еа	750.00	4,500	%0	0
26. Median Curb	806	<u>_</u>	25.00	20,150	%0	0
	0		Sub-Total	834,734	Sub-Total	359,761

	ted \$ Completed Items		llete: 802,055			\$1,320,219 \$264,044 \$1,584,263	\$802,055 \$518,164	\$103,633 \$621,797	\$15,000	\$636,797 \$799,631	\$799,631	\$159,926
	COB Revised % Complete	90% Sub-Total	Total Complete:									
11/13/2020 bsn	Item \$	47,450 47,450	1,320,219 264,044 15,000	1,599,263	799,631	ents (A1): Vork (A2): A1 + A2):	leted (B): A1) - (B):	Nork (D): (C) + (D):	Cost (F):	ng Work Issued): of Total:	m NOC) A2 + F):	m NOC) A2 + F):
Date: Job No: Prepared By:	Unit \$	130.00 Sub-Total				 Total Improvements (A1): Contigency for All Work (A2): TOTAL (A1 + A2): 	4. Work Completed (B): Remaining Work (C) = (A1) - (B):	20% Contigency Remaining Work (D): 7. Subtotal (E) = (C) + (D):	8. Enforcement Cost (F):	ful Performance of Remaining Work Total = (E + F) or (\$0 if NOC Issued): Or Mininum 50% of Total:	ial Bond (60 Day term from NOC) 50% of Total = 50% (A1 + A2 + F):	<u>y Bond (365 Day term from NOC)</u> 10% of Total = 10% (A1 + A2 + F):
al Completion	Qty Unit	365 If				1. 2. 20% Cor	5. Remain	6. 20% Contige 7.		Surety for Faithful Performance of Remaining Work Total = (E + F) or (\$0 if NOC Issued): Or Mininum 50% of Total:	Surety for Labor and Material Bond (60 Day term from NOC) 50% of Total = 50% (A1 + A2 + F):	Surety for Warranty Bond (365 Day term from NOC) 10% of Total = 10% (A1 + A2 + F):
BOND ESTIMATE - Reduced for Partial Completion for City of Bakersfield Tracts Tract 6663 - Phase 2	Item Description	e ous 6' Block Wall	TOTAL IMPROVEMENTS: 20 % Contingency: ENFORCEMENT COST	TOTAL IMPROVEMENT BOND:	50% LABOR BOND:		N	AL JWE		3	Surety for Lal	Sure
BOND E for City Tract 6663	Item No.	Miscellaneous 28. 6' Bl					PROFESSION	S STIME NEPT	* No. 55102	CIVIL COFCALIFO		

Bond No: 36K012903

City of Bakersfield PERFORMANCE BOND

), whereby Principal has agreed ements for the e Agreement, incorporated he	to install and complete following project: erein by this reference,
To that end, Principal and The Ohio Casualty Insunto the City in the penal sum of \$_799,631.00 be made, we bind ourselves and our heirs, su severally, firmly by these presents.	for the payment of which	
The condition of this obligation is such that administrators, successors, or assigns ("Principal and truly keep and perform the covenants, coalteration thereof made as therein provided, on time and in the manner therein specified, and in and indemnify and save harmless City and City's then this obligation will become null and void; other	Parties"), in all things, stand to onditions, and provisions in the Principal Parties' part, to be kell all respects according to their to officers, agents, and employed	and abide by, and well ne Agreement and any ot and performed at the rue intent and meaning, es as therein stipulated,
As a part of the obligation secured hereby and in will be included costs and reasonable expenses a by City in successfully enforcing such obligation, rendered.	nd fees, including reasonable a	attorney's fees, incurred
Surety hereby stipulates and agrees that no chaterms of the Agreement or to the work to be per in anywise affect its obligations on this bond, a extension of time, alteration, or addition to the teacher. Additionally, Surety hereby waives the provisions	formed thereunder or to the re and it does hereby waive noti erms of the Agreement, the wo	elated specifications will ce of any such change, rk, or the specifications.
In witness whereof, this instrument has b <u>December 9,</u> , 20_20	peen duly executed by Prin	ncipal and Surety on
PRINCIPAL By:	By:	torney-in-Fact
	EYHIRIT D	
PERFORMANCE BOND Last Revised: December 6, 2013	EXHIBIT D	र के तिस्तान के तिस्ता समिति स्तान के तिस्तान



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

> Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

Certificate No: 8202065-988416

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint,								
	John Ansolabehere; Suzanne Lewis; Gary Somers; Mike Wilson							
				each individually if there be more than one named, its true and lawful attorney-in-fact to make, and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance duly signed by the president and attested by the secretary of the Companies in their own proper				
	EOF, this Power of Attorned day of September,	y has been subsc 2019	ribed by an authorize	ed officer or official of the Companies and the corporate seals of the Companies have been affixed				

INSU





Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

David M. Carey, Assistant Secretary

State of PENNSYLVANIA County of MONTGOMERY ss

5th day of September , 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA

Notarial Seal Teresa Pastella, Notary Public er Merion Twp., Montgomery County My Commission Expires March 28, 2021

mber. Pennsylvania Association of Notaries

By: Lineau Pastella Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe. shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 9 day of <u>December</u>, 2020







Renee C. Llewellyn, Assistant Secretary

EXHIBIT D

call EST on any business day

Power of Attorney 0 am and 4:30 pm

ifirm the validity of this Power or Attori-832-8240 between 9:00 am and 4:30

confi 10-8

LMS-12873 LMIC OCIC WAIC Multi Co_062018

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other office document to which this certification	per completing this certificate is attached, and no	ificate verifies only the identity of the individual who signed the of the truthfulness, accuracy, or validity of that document.
State of California)
County of Kern)
On12/09/2020	before me. Ro	obyn Patrick, Notary Public
Date		Here Insert Name and Title of the Officer
personally appeared	John Anso	solabehere
		Name(s) of Signer(s)
his/her/their authorized car	nstrument and ackno pacity(ies), and that by	ory evidence to be the person(s) whose name(s) is/are owledged 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 laws of the State of California that the foregoing paragraph is true and correct.
COMM. NOTARY PUBL	PATRICK #2207037 IC-CALIFORNIA W Aug. 22, 2021	Signature Signature of Notary Public
Place Notary S		
Though this section is o	otional, completing th	OPTIONAL his information can deter alteration of the document or this form to an unintended document.
Description of Attached I Title or Type of Document Number of Pages:	:36K012903 Wincom	
Capacity(ies) Claimed by Signer's Name:		Signer's Name:
☐ Corporate Officer — Title	e(s):	☐ Corporate Officer — Title(s):
	General	☐ Partner — ☐ Limited ☐ General
	ney in Fact dian or Conservator	☐ Individual ☐ Attorney in Fact
☐ Other:	nan or Conservator	☐ Trustee ☐ Guardian or Conservator ☐ Other:
Signer Is Representing: The	Ohio Casualty Ins. Co.	Signer Is Representing:

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

Bond No: 36K012903

City of Bakersfield LABOR AND MATERIALS BOND

Last Revised: November 20, 2013

certain designated public improve	, whereby Principal has agree ements for the oject"). The Agreement, inc o the performance of the wo	ed to install and complete following project: corporated herein by this ork, to furnish a good and
To that end, Principal andThe Ohio Casualty Insuccessors, executors, and administrators, jointly all contractors, subcontractors, laborers, mate performance of the Agreement and referred to in \$\frac{799,631.00}{ or materials and/or labor, of a under the Unemployment Insurance Act with respin an amount not exceeding the amount set for performed, then this obligation will become null and effect.	and severally, are held firmly rial suppliers, and other possible to complete possible to the Propert to the work or labor, and the above. Should the condi	ersons employed in the rough 9566, in the sum of oject, or for amounts due d Surety will pay the same tion of this bond be fully
It is hereby expressly stipulated and agreed the persons, companies, and corporations entitled to 9566, so as to give a right of action to them or the	to file claims under Civil Cod	de sections 9000 through
If suit is brought upon this bond, Surety will pareasonable expenses and fees, including reason enforcing this obligation, to be awarded and fix included in the judgment therein rendered.	able attorney's fees, incurre	ed by City in successfully
Surety hereby stipulates and agrees that no chaterms of the Agreement or to the work to be perfin anywise affect its obligations under this bond, extension of time, alteration, or addition to the tead of the Additionally, Surety hereby waives the provisions	ormed thereunder or to the or , and it does hereby waive n erms of the Agreement, the v	related specifications shall otice of any such change, work, or the specifications.
In witness whereof, this instrument has been du on $\underline{12/9}$, $20\underline{20}$.	ly executed by the principal	and surety above named,
PRINCIPAL	SURETY	
By: Jasen Lewy	By:	Attorney-in-Fact
	EXHIBIT D	
LABOR AND MATERIALS ROND		



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

> Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

Certificate No: 8202065-988416

POWER OF ATTORNEY

Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, to Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, John Ansolabchere; Suzanne Lewis; Gary Somers; Mike Wilson	that

Bakersfield state of each individually if there be more than one named, its true and lawful attorney-in-fact to make, California execute, seal, acknowledge and deliver, for and on its behalf as surely and as its act and deed, any and all undertakings, bonds, recognizances and other surely obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of September , 2019 .

INSU





Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

David M. Carey, Assistant Secretary

State of PENNSYLVANIA County of MONTGOMERY

validity of this Power of Attorney call 0 between 9:00 am and 4:30 pm EST on any business day 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance 5th day of September, Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA

Notarial Seal Teresa Pastella, Notary Public Upper Merion Twp., Montgomery County My Commission Expires March 28, 2021 Member, Pennsylvania Association of Notaries By: Leresa Pastella Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this day of December, 2020







Renee C. Llewellyn, Assistant Secretary

EXHIBIT D

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer complete document to which this certificate is at	leting this certificate verifies only the identity of the individual who signed the tached, and not the truthfulness, accuracy, or validity of that document.
State of California)
County of Kern)
On 12/09/2020 bet	fore me. Robyn Patrick, Notary Public
Date	Here Insert Name and Title of the Officer
personally appeared	John Ansolabehere
	Name(s) of Signer(s)
his/her/their authorized capacity/ies	of satisfactory evidence to be the person(s) whose name(s) is/are not and acknowledged to me that he/she/they/executed the same in and that by his/their signature(s) on the instrument the person(s), 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.
ROBYN PATRICK COMM. #2207037 NOTARY PUBLIC • CALIFORN KERN COUNTY My Comm. Exp. Aug. 22, 20	IA V
)	Signature of Notary Public
Place Notary Seal Abov	ve
Though this section is optional, of fraudulent reatts	OPTIONAL completing this information can deter alteration of the document or achment of this form to an unintended document.
Description of Attached Documer Title or Type of Document: 36K012 Number of Pages: Signe	
Capacity(ies) Claimed by Signer(s Signer's Name:	5)
Corporate Officer — Title(s):	☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ Genera	□ Partner — □ Limited □ General
☐ Individual☐ Trustee☐ Guardian or C	
□ Other:	Other:
Signer Is Representing: The Ohio Cast	ualty Ins. Co. Signer Is Representing:

LEWYFAM01C

DBEECHER



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/11/2020

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).

ti	nis certificate does not confer rights t	o the	cert	terms and conditions of ificate holder in lieu of su	ich end	lorsement(s)	oncies may	require an end	or semen	i. A S	atement on
PRODUCER License # 0D44424 Walter Mortensen Insurance / INSURICA 8500 Stockdale Highway, Suite 200 Bakersfield, CA 93311					CONTACT NAME: PHONE (A/C, No, Ext): (661) 834-6222 FAX (A/C, No):(661) 281-4992						
										281-4992	
					E-MAIL ADDRESS:				T		
								RDING COVERAGE			NAIC#
					INSURE	RA: Evansto	on Insuranc	e Company			35378
INSURED					INSURER B:						
WINCOMP, LLC Lewy Family Trust and its Members						INSURER C:					
	1800 Westwind Drive, Suite		0.0		INSURER D:						
	Bakersfield, CA 93301				INSURER E:						
					INSURE	RF:					
				E NUMBER:				REVISION NUN			
It C	HIS IS TO CERTIFY THAT THE POLICII WOLCATED. NOTWITHSTANDING ANY FERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH	EQUI PER	IREMI TAIN,	ENT, TERM OR CONDITION THE INSURANCE AFFOR	N OF A	NY CONTRAI THE POLIC	CT OR OTHER IES DESCRIB	DOCUMENT WIT	TH RESPE	CT TO	WHICH THIS
INSR LTR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		LIMIT	S	
Α	X COMMERCIAL GENERAL LIABILITY							EACH OCCURRENG	CE	\$	1,000,000
	CLAIMS-MADE X OCCUR	X		3AA436691		11/30/2020	11/30/2021	DAMAGE TO RENT PREMISES (Ea occu	ED (rrence)	\$	100,000
	χ Owner's & Contractor							MED EXP (Any one	1	\$	5,000
								PERSONAL & ADV		\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREG		\$	2,000,000
	POLICY PRO- JECT X LOC							PRODUCTS - COM		\$	- Constitution
	OTHER:									\$	
	AUTOMOBILE LIABILITY							COMBINED SINGLE (Ea accident)	LIMIT	\$	
	ANY AUTO			1				BODILY INJURY (Pe	er person)	\$	***************************************
	OWNED SCHEDULED AUTOS							BODILY INJURY (Pe	er accident)	\$	
	HIRED NON-OWNED AUTOS ONLY							PROPERTY DAMAG (Per accident)	SE.	\$	
										\$	
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	CE	\$	
	EXCESS LIAB CLAIMS-MADE							AGGREGATE		s	
	DED RETENTION \$									\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							PER STATUTE	OTH- ER	Acatolista consensus and	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A						E.L. EACH ACCIDE	VT	\$	
		1						E.L. DISEASE - EA	EMPLOYEE	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POL	ICY LIMIT	\$	
Trac The 0510 prin	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC the 6663 Phase 2 Bakersfield, CA City of Bakersfield, its Mayor, Council, 5, with respects to the operations of the nary and Non-Contributory per the attact as to be issued by the Company.	Offic nam	ers, A ed in	Agents, Employees and Vo sured, as required by writt	lunteer en con	s are an addit tract subject t	tional insured to all provisio	on the general ons and limitation nent applies per	ns of the	policy 1201 1	. Coverage is 185. All
CE	PTIEICATE HOLDER				CANC	TELL ATION					A RESIDENCE OF THE PROPERTY OF
UE	RTIFICATE HOLDER				CAN	ELLATION					
The City of Bakersfield 1600 Truxtun Avenue					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
	Bakersfield, CA 93301				AUTHORIZED REPRESENTATIVE Rull D & /_						



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM LIQUOR LIABILITY COVERAGE FORM OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

SCHEDULE

Person Or Entity:	CIT	Y OF BAKERSF	FIELD, ITS MAYOR, COUNCIL, OFFICERS, AGENTS, EMPLOYEES &		
Address:	VOL	UNTEERS ; PUBL	JIC WORKS DEPT.;1501 TRUXTUN AVE., BAKERSFIELD, CA 93301		
Interest Of The Above: GRANTOR OF BUILDING PERMITS					
Additional Premium:	\$	INCLUDED	(Check box if fully earned)		

A. Who is An Insured is amended to include as an additional insured the person or entity shown in the Schedule of this endorsement, but only with respect to negligent acts or omissions of the Named Insured and only with respect to any coverage not otherwise excluded in the policy.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

Our agreement to accept an additional insured provision in a contract is not an acceptance of any other provisions of the contract or the contract in total.

When coverage does not apply for the Named Insured, no coverage or defense will apply for the additional insured,

No coverage applies to the additional insured shown in the Schedule of this endorsement for injury or damage of any type to any "employee" of the Named Insured or to any obligation of the additional insured to indemnify another because of damages arising out of such injury or damage.

B. With respect to the insurance afforded to this additional insured, the following is added to 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.

All other terms and conditions remain unchanged.

MEGL 0009 05 16

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Page 1 of 1

EXHIBIT E

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Policy Change Number A

POLICY NUMBER	POLICY CHANGES EFFECTIVE	COMPANY	· ·			
3AA436691	11/30/2020	EVANSTON INSURANCE CO	MPANY			
NAMED INSURED		AUTHORIZED REPRESENT	TATIVE			
WINCOMP, LLC Lewy Family Trust and it's members	. 1	03250 (例如此使知识规则ilities, LLC - L.A. 725 S. Figueroa St., 19th floor				
		Los Angeles	CA 90017			
COVERAGE PARTS AFFECTED COMMERCIAL GENERAL LIABILITY						
	CHANG	SES				
THIRD		CE OF CANCELLATION				
THE COMPANY WILL ENDEAVOR TO NOTICE OF CANCELLATION SHOULD OF PREMIUM. THE COMPANY WILL IF THE POLICY IS CANCELED FOR	IT CANCEL THE POI ENDEAVOR TO PROVII	ICY FOR ANY REASON OTH DE (10) DAYS ADVANCE NO	ER THAN NON-PAYMENT			
CITY OF BAKERSFIELD, ITS MAYO PUBLIC WORKS DEPARTMENT 1501 TRUXTUN AVE, BAKERSFIELD, CA 93301	R, COUNCIL, OFFICE	CRS, AGENTS, EMPLOYEES	AND VOLUNTEERS			
	·					
			•			
		Emily	A. Lopranz			

Copyright, Insurance Services Office, Inc., 1983 Copyright, ISO Commercial Risk Services, Inc., 1983

Page 1 of 1 □

Authorized Representative Signature

IL 12 01 11 85

EXHIBIT E



Workers' Compensation Coverage Exemption Declaration

The undersigned (hereinafter referred to as "I" or "Me") hereby declares that the following is true and correct:

I am an individual or a company that has entered, or will be entering, into an agreement with the City of Bakersfield to provide goods or services.

I am familiar with the terms of said agreement which require Me to maintain workers' compensation coverage as required by California Law.

I am familiar with the workers' compensation laws of California (generally contained in section 3700 of the Labor Code), including those provisions which provide for specific exemptions from the requirement that all employers must carry workers' compensation insurance, and I am exempted under the law from the requirement to maintain workers' compensation insurance coverage.

In addition, during the term of any work for the City of Bakersfield under said agreement, (i) I will not employ any person in any manner so as to become subject to the workers' compensation laws of California, or (ii) should I become subject to the worker's compensation provision of Section 3700 of the Labor Code for any reason, I shall forthwith comply with those provisions and send evidence of compliance to the City of Bakersfield.

Date: _	12/11/20	
Name:_	Jasen Lewy	Name: Josep Lenn
	(Print or type	(Signature)
Compa	ny Name (if any):_	Wincomp, LLC
Title:	Member	Telephone: <u>44-323-8900</u>

Warning: In California, failure to secure workers' compensation coverage is unlawful and shall subject an employer to criminal penalties and civil fines up to one hundred thousand dollars (\$100,000). In addition to the cost of compensation, damages may be assessed as provided for in Section 3706 of the Labor Code, including, but not necessarily limited to, interest and attorney's fees.

Risk Management - 09/19 EXHIBIT E

WINCOMP, LLC

1800 WESTWIND DRIVE, SUITE 101 Bakersfield, California 93301

Telephone: (661) 323-8900 Fax: (661) 392-0823

December 11, 2020

City of Bakersfield 1600 Truxtun Ave Bakersfield CA 93301

Re: Auto/Workers Comp Insurance

To Whom it May Concern

This letter is in regards to the request to provide Auto insurance and Workers Comp insurance for Wincomp, LLC.

There is no Auto Insurance for Wincomp, LLC, because all vehicles purchased by the owners are under their personal names. No vehicles have been purchased under the company name.

There is no Workers Comp Insurance for Wincomp, LLC because there are no employees that work for that company.

Sincerely,

Jasen Lewy

Manager

Wincomp, LLC

TRACT NO. 6663-UNIT 2

CONSISTING OF 3 SHEETS IN THE CITY OF BAKERSFIELD

BEING A SUBDIVISION OF THE REMAINDER PORTION OF PARCEL 1 OF PARCEL MAP WAIVER NO. 14-0179, PER CERTIFICATE OF COMPLIANCE RECORDED AUGUST 1, 2014 AS DOCUMENT NO. 0214090583 AND GRANT DEED RECORDED AUGUST 1, 2014 AS DOCUMENT NO. 000214090584 AND RECORDED AUGUST 12, 2014 AS DOCUMENT NO. 000214094495, ALL OF OFFICIAL RECORDS, IN THE OFFICE OF THE KERN COUNTY RECORDER; ALSO BEING A PORTION OF SECTION 28, TOWNSHIP 30 SOUTH, RANGE 27 EAST, M.D.M.

CITY OF BAKERSFIELD, COUNTY OF KERN, STATE OF CALIFORNIA CONTAINING 69 RESIDENTIAL LOTS 15.33 GROSS ACRES

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF, OR HAVE SOME RIGHT, TITLE OR INTEREST IN AND TO, THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS MAP, AND THAT EXCEPT AS SHOWN ON THIS MAP AND STATEMENTS MADE A PART THEREOF, WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS CLEAR TITLE TO SAID PROPERTY, AND WE CONSENT TO THE MAKING OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE BOLD BORDER LINES AND HEREBY OFFER FOR DEDICATION TO THE PUBLIC USE, ALL THE STREETS SHOWN UPON SAID MAP WITHIN SAID SUBDIVISION.

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

FOR SUCH TIME AS ASHE ROAD REMAINS A PUBLIC ROAD, WE ALSO HEREBY WAIVE ALL RIGHTS OF DIRECT ACCESS FROM LOTS 55 & 56, SO THAT THE OWNERS OF SAID LOTS ABUTTING SAID ROAD WILL HAVE NO RIGHTS OF DIRECT ACCESS WHATSOEVER TO SAID ROAD, EXCEPT THE GENERAL EASEMENT OF TRAVEL WHICH BELONGS TO THE PUBLIC.

WE ALSO HEREBY DEDICATE TO THE CITY OF BAKERSFIELD, AN EASEMENT FOR LANDSCAPING AND WALL PURPOSES OVER, ON AND UNDER PORTIONS OF LOTS 55 & 56, AS SHOWN HEREON.

WE ALSO HEREBY DEDICATE TO THE CITY OF BAKERSFIELD, AN EASEMENT FOR SIDEWALK PURPOSES OVER, ON AND UNDER PORTIONS OF LOTS 8 THROUGH 12 (INCLUSIVE) AND 55 & 56, AS SHOWN HEREON.

WE ALSO HEREBY DEDICATE TO THE CITY OF BAKERSFIELD, AN EASEMENT FOR WALL FOOTING PURPOSES OVER, ON AND UNDER PORTIONS OF LOTS 55 & 56, AS SHOWN HEREON.

WINCOMP, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

Josen Z. Lewy, MEMBER

NAME Jasen 2. Levy

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

ON December 10,2020 BEFORE ME, KIMDERLY MAXWELL, A NOTARY PUBLIC, PERSONALLY APPEARED JASEN Z. LEWY, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) (S) ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE'SHE/THEY EXECUTED THE SAME IN (HIS/HER/THEIR AUTHORIZED CAPACITY(HES), 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 MAXWELL

PRINTED NAME: Kimberly Maxwell MY COMMISSION EXPIRES: 7/23/2023

MY COMMISSION IS IN THE COUNTY OF KERN MY COMMISSION I.D. NO. 229 8345

<u>NOTE</u>

A PRELIMINARY SOILS REPORT DATED APRIL 13, 2015 HAS BEEN PREPARED BY SOILS ENGINEERING, INC. AND SIGNED BY TONY M. FRANGIE, R.C.E. 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. 6663—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(g) OF THE SUBDIVISION MAP ACT AND 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:

CITY OF BAKERSFIELD AS SUCCESSOR IN INTEREST FROM THE COUNTY OF KERN

CITY OF BAKERSFIELD.

A MUNICIPAL CORPORATION

COMPANY

EASEMENT HOLDER PER DOCUMENT NO. 0206208460, DOCUMENT NO. 000216187757 AND DOCUMENT NO. 000217023169, ALL OF OFFICIAL

PACIFIC GAS & ELECTRIC

EASEMENT HOLDER PER DOCUMENT NO. 217053791 OF OFFICIAL RECORDS.

PER DOCUMENT NO. 0214014482 OF OFFICIAL RECORDS

EASEMENT HOLDER PER VOLUME 8, PAGE 549, OF MINUTE

NATURE OF INTEREST

BOOKS OF THE BOARD OF SUPERVISORS.

JOHN STANLEY
ANTONGIOVANNI AND LINDA
MCKENNA, CO-TRUSTEE OF
THE JOHN M. ANTONGIOVANNI
TRUST

OLD RIVER LAND COMPANY, A CALIFORNIA CORPORATION

MINERAL RIGHTS HOLDER PER DOCUMENT NO. 0204274621 AND PER DOCUMENT NO. 0204286441, BOTH OF OFFICIAL RECORDS WITH NO RIGHTS OF SURFACE ENTRY TO A SUBSURFACE DEPTH OF 500 FEET PER DOCUMENT NO. 0214014482 OF OFFICIAL RECORDS

MINERAL RIGHTS HOLDER PER DOCUMENT NO. 0200021099 AND PER

DOCUMENT NO. 0200055049, BOTH OF OFFICIAL RECORDS WITH NO

RIGHTS OF SURFACE ENTRY TO A SUBSURFACE DEPTH OF 500 FEET

JANE A. UHAULT, TRUSTEE OF THE JANE A. UHAULT REVOCABLE TRUST

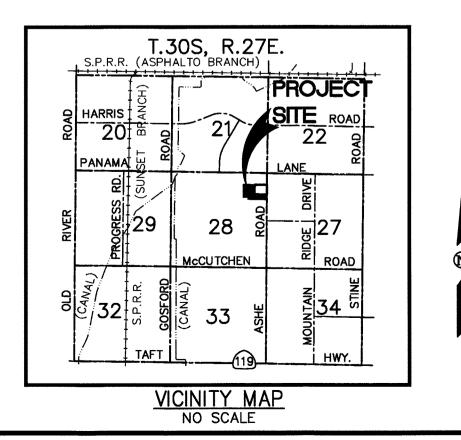
ROBERT JOHN STEVENS AND CHARLES GERARD STEVENS, SUCCESSOR CO-TRUSTEES OF THE IRENE F. STEVENS SEPARATE PROPERTY REVOCABLE TRUST

MINERAL RIGHTS HOLDER PER DOCUMENT NO. 02050352872 AND PER DOCUMENT NO. 0206112846, BOTH OF OFFICIAL RECORDS WITH NO RIGHTS OF SURFACE ENTRY TO A SUBSURFACE DEPTH OF 500 FEET PER DOCUMENT NO. 0214014482 OF OFFICIAL RECORDS

MINERAL RIGHTS HOLDER PER DOCUMENT NO. 0211089824 OF OFFICIAL RECORDS WITH NO RIGHTS OF SURFACE ENTRY TO A SUBSURFACE DEPTH OF 500 FEET PER DOCUMENT NO. 0214014482 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 WINCOMP, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, IN DECEMBER 2014, 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.

11-7-20

SOCER A MOINTOSH

ROGER A. McINTO L.S. NO. 4383 * OF CALLEGENE

PLANNING DIRECTOR'S STATEMENT

THE PLANNING COMMISSION OF THE CITY OF BAKERSFIELD APPROVED OR CONDITIONALLY APPROVED THE TENTATIVE MAP ON SEPTEMBER 7, 2006, AND ANY APPLICABLE EXTENSIONS THEREOF. THE SUBDIVISION, AS SHOWN ON THIS MAP, IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND IN ACCORDANCE WITH ANY CONDITIONS APPROVED BY THE COMMISSION OR CITY COUNCIL UPON APPEAL.

PAUL JOHNSON, PLANNING DIRECTOR, CITY OF BAKERSFIELD DATE

<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

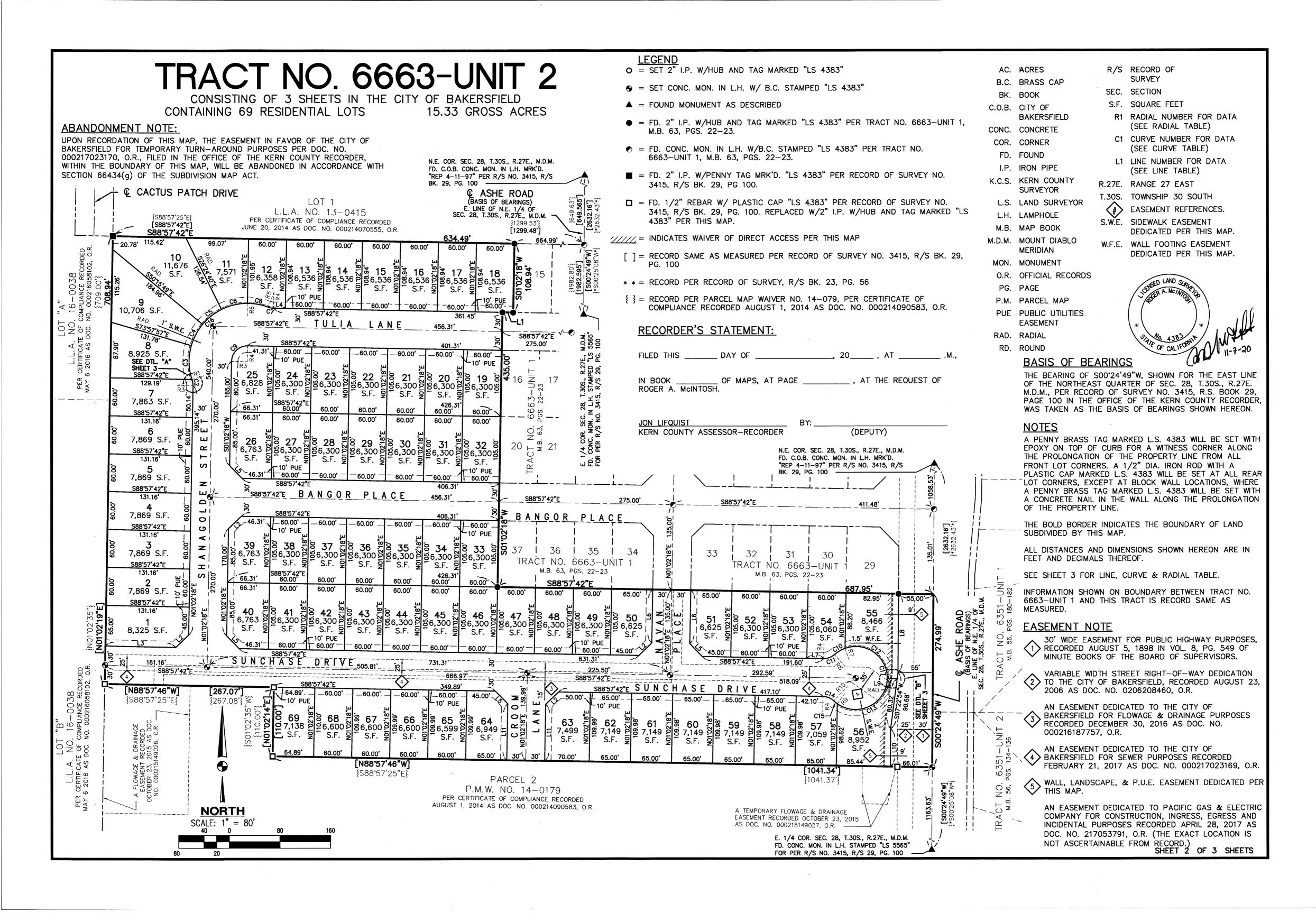
CITY ENGINEER'S STATEMENT

I, NICOLAS FIDLER, HEREBY STATE THAT I HAVE EXAMINED THIS MAP, THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OR APPROVED ALTERATIONS THEREOF, THAT ALL THE PROVISIONS OF THE SUBDIVISION MAP ACT AND TITLE 16 OF THE CITY MUNICIPAL CODE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH TO THE BEST OF MY KNOWLEDGE AND BELIEF.



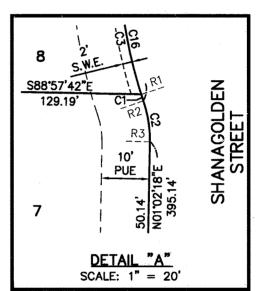
NICOLAS FIDLER C 61069 DATE
RECORDER'S STATEMENT:
FILED THIS DAY OF, 20, ATM.,
IN BOOK OF MAPS, AT PAGE, AT THE REQUEST OF ROGER A. McINTOSH.
JON LIFQUIST BY: KERN COUNTY ASSESSOR—RECORDER (DEPUTY)

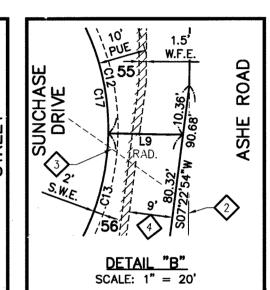
SHEET 1 OF 3 SHEETS



TRACT NO. 6663-UNIT 2

CONSISTING OF 3 SHEETS IN THE CITY OF BAKERSFIELD CONTAINING 69 RESIDENTIAL LOTS 15.33 GROSS- ACRES





	LINE TABLE					
LINE	BEARING	DISTANCE				
L1	N88*57'42"W	17.02'				
L2	N46°02'18"E	28.28'				
L3	S88*57'42"E	111.16'				
L4	S88*57'42"E	18.47'				
L5	S43°57'42"E	28.28'				
L6	N01°02'18"E	85.00'				
L7	N88*57'42"W	26.60'				
L8	N00°24'49"E	124.71				
L9	N88'57'42"W	15.57'				
L10	N00°24'49"E	60.15'				
L11	N01°02'18"E	89.99'				

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	DELTA		
C1	92.00'	1.43'	0.71'	000'53'18"		
C2	25.00'	8.69'	4.39'	019'55'11"		
С3	92.00'	54.64	28.15	034°01'38"		
C4	92.00'	38.06'	19.31'	023'42'08"		
C5	92.00'	38.30'	19.43	023'51'09"		
C6	92.00'	42.41'	21.59'	026'24'41"		
C7	25.00'	8.69'	4.39'	019'55'11"		
C8	92.00'	33.65'	17.02	020*57'28"		
С9	25.00'	39.27	25.00'	090,00,00		
C10	50.00'	19.40'	9.83'	02214'07"		
C11	25.00'	18.69*	9.81'	042*50'00"		
C12	50.00'	96.52	72.21'	110*35'53"		
C13	50.00'	108.37'	94.40'	124"11'06"		
C14	25.00'	18.69'	9.81'	042*50'00"		
C15	50.00'	7.55'	3.78'	008*38'54"		
C16	92.00'	208.48'	196.58'	129'50'22"		
C17	50.00'	231.84'	53.93'	265'40'00"		

RADIAL TABLE	
RADIAL	BEARING
R1	N72°00'25"E
R2	S71°07'07"W
R3	S88*57'42"E
R4	N01°02'18"E
R5	S20*57'29"W
R6	S00°00'01"W
R7	S19*33'35"E
R8	N41°47'42"W
R9	N3513'24"E
R10	N43°52'18"E





RECORDER'S STATEMENT:

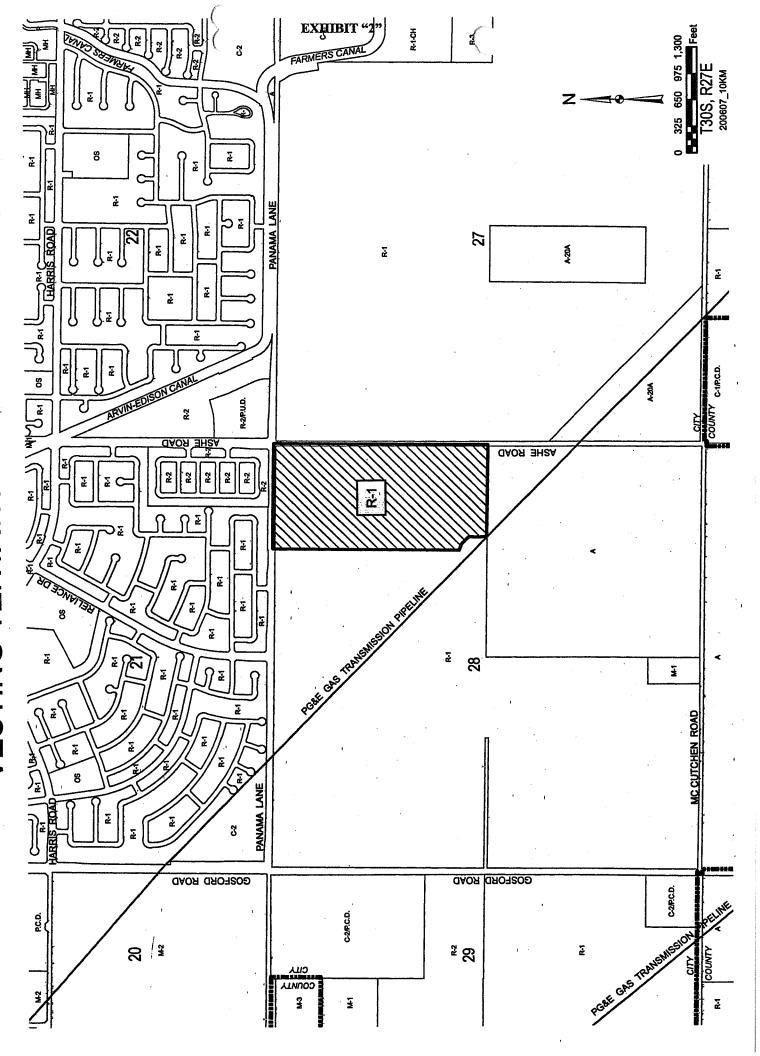
FILED THIS	DAY OF	, 20, AT	.M
IN BOOK ROGER A. McINTOSH.	OF MAPS, AT PAGE _	, AT THE REQUEST OF	

KERN COUNTY ASSESSOR—RECORDER

(DEPUTY)

SHEET 3 OF 3 SHEETS

VESTING TENTATIVE TRACT 6663





ADMINISTRATIVE REPORT

MEETING DATE: 1/6/2021 Consent – Agreements k.

TO: Honorable Mayor and City Council

FROM: Dianne Hoover, Director of Recreation and Parks

DATE: 12/14/2020

WARD: Ward 5

SUBJECT: Agreement with Old River Ranch, LLC. and RTS Orchards, LLC. for

the development of future public and private parks within in the Old River

Ranch Development.

STAFF RECOMMENDATION:

Staff recommends approval of the agreement.

BACKGROUND:

On December 14, 2005, City entered into Agreement No. 05-431 with PB1 Ventures, LLC; PB2 Ventures, LLC; PB3 Venture, LLC; PB4 Venture, LLC; PB6 Ventures, LLC; and PB7 Venture, LLC regarding the future development of approximately 1,833 acres of land in west Bakersfield (collectively "Owner"), more commonly known as the Old River Ranch development area (ORR).

On December 10, 2014, City and Owner amended the Agreement to change its term and clarify the purposes for which the required Community Facilities District (CFD) would be formed. The City also formed the CFD at the same meeting.

On March 4, 2015, City amended the Agreement to approving the development agreement and approval of notice of exemption to new owners of the ORR, Old River Ranch, LLC and RTS Orchards, LLC (collectively "New Owners"). This amendment assigned the New Owners all benefits and obligations of the Agreement and the New Owners have agreed to be fully bound by all of the duties and obligations of the Agreement to New Owners.

The New Owners, (hereinafter collectively referred to as DEVELOPER/SUBDIVIDER herein) is in the process of subdividing portions of ORR into vesting tentative maps (VTM) 7041, 7042, 7043, and 7044. VTM 7041, 7042, 7043, and 7044 include a condition of approval which requires that prior recordation of the final map, the DEVELOPER/SUBDIVIDER shall enter into an agreement with the City to provide and develop all parks in ORR. This agreement clarifies the exact location and future details of the four public parks that are incorporated within the ORR and sets the construction deadlines for two (2) private parks and landscaped green strip located within the boundaries of VTM 7041, 7042, 7043, and 7044.

At this time no monetary obligation is required on part of the City for the future parks located within the ORR.

ATTACHMENTS:

Description Type

Agreement Agreement
Exhibit A Exhibit
Exhibit B Exhibit

AGREEMENT	NO.	

AGREEMENT RELATED TO PARKS LOCATED IN OLD RIVER RANCH

THIS AGREEMENT is made and entered into on ________, 2020, by and between the CITY OF BAKERSFIELD, a municipal corporation ("CITY" herein), and OLD RIVER RANCH, LLC., (ORR herein) and RTS ORCHARDS, LLC., (RTS herein) both corporations licensed to do business in California.

RECITALS

WHEREAS, Old River Ranch (ORR herein) describes a mixed use master planned community generally bounded by Panama Lane and Berkshire Road to the North, South Allen Road to the west, Taft Hwy to the south, and Old River Road to the east in the City of Bakersfield, County of Kern; and

WHEREAS, on December 14, 2005, CITY entered into Agreement No. Q5-431 with PB1 Ventures, LLC., PB2 Ventures, LLC., PB3 Ventures, LLC., PB4 Ventures, LLC., PB6 Ventures, LLC., and PB7 Ventures, LLC. to develop ORR; and

WHEREAS, Agreement No. 05-431 is commonly referred to as the Old River Ranch Development Agreement (ORRDA herein); and

WHEREAS, on January 17, 2007, CITY adopted Resolution 11-07 adopting the Specific Parks and Trails Plan (PLAN herein) for ORR; and

WHEREAS, PLAN (**Exhibit A**) provides, among other things, for public and private parks to be evenly distributed throughout ORR for easy access by walking or bicycling; and

WHEREAS, PLAN contemplates parks throughout ORR smaller than six acres to be owned and maintained by DEVELOPER/SUBDIVIDER; and

WHEREAS, in addition to smaller sized parks mentioned above, PLAN provides a minimum of four (4) larger public parks identified in PLAN as C-1, C-2, C-3, and C-4 (public parks herein) to be constructed by DEVELOPER/SUBDIVIDER, and to be open and accessible to the public; and

WHEREAS PLAN outlines the conceptual location, amenities to be included, and general completion time for each public park; and

WHEREAS, on December 10, 2014, CITY entered into Amendment No. 1 to Agreement No. 05-431 to amend certain financial terms; and

WHEREAS, on March 25, 2015, CITY entered into Amendment No. 2 to Agreement 05-431 to assign all of the benefits and obligations of said Agreement and amendments thereto to new Master Developers and owners, Old River Ranch LLC and RTS Orchards, LLC., (hereinafter collectively referred to as DEVELOPER/SUBDIVIDER herein); and

WHEREAS, DEVELOPER/SUBDIVIDER is in the process of subdividing portions of ORR as shown in **Exhibit B** attached hereto and incorporated by reference herein, which subdivision involves Vesting Tentative Maps (VTM herein) 7041, 7042, 7043 and 7044; and

WHEREAS, VTM 7041, 7042, 7043, and 7044 include a condition of approval which requires that prior to recordation of the final map, DEVELOPER/SUBDIVIDER shall enter into an agreement with CITY to provide and develop all the parks in ORR; and

WHEREAS, the purpose of this Agreement is threefold:

First, to satisfy the condition(s) in the aforementioned paragraph; and

Second, to obligate DEVELOPER/SUBDIVIDER and future assignees and/or successors in interest to follow PLAN, to clarify that exact location and the future details of the four public parks are subject to PLAN, and that the timing of construction of said public parks by DEVELOPER/SUBDIVIDER and dedication will be subject to any and all subsequent conditions of approval at the time of development and/or future Tentative Tract approvals within ORR; and

Third, it is the intent of the parties hereto to set forth the location and construction deadlines for the two (2) <u>private</u> parks and landscaped green strip located within the boundaries of VTM7041, 7042, 7043 and 7044.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and DEVELOPER/SUBDIVIDER mutually agree as follows:

AGREEMENT

1. SATISFACTION OF CONDITIONS OF APPROVAL.

1.1. This Agreement satisfies the VTM conditions for VTM 7041, 7042, 7043 and 7044 which requires that prior to recordation of the final map, DEVELOPER/SUBDIVIDER, shall enter into an agreement with CITY to address the development of all parks in ORR.

1.2. DEVELOPER/SUBDIVIDER and future assignees and/or successors in interest agree to follow PLAN and that the four public parks (C-1, C-2, C-3, and C-4) identified in PLAN will conform to any and all subsequent conditions of approval at the time of development and/or future Tentative Tract approvals.

2. INCORPORATION OF PLAN

- **2.1.** PLAN is incorporated by reference herein in its entirety and binds and obligates DEVELOPER/SUBDIVIDER and all assignees and/or successors in interest to ORRDA and any amendments thereto and to this Agreement.
- **2.2.** This Agreement and all Exhibits shall be recorded at the Kern County Hall of Records.
- 2.3. The parties bound by this Agreement will cooperate in good faith to ensure that the terms and intent of PLAN is carried throughout the development of ORR.

3. PRIVATE PARK

- **3.1.** This Agreement satisfies the conditions within VTM 7041, 7042, 7043 and 7044 that the two <u>private</u> parks located within said boundaries (See **Exhibit B**) shall be constructed on Lot 35 and Lot 84 respectively.
- **3.2.** The two <u>private</u> Parks and landscaped green strip identified on **Exhibit B** shall be maintained by DEVELOPER/SUBDIVIDER or a private Homeowners' Association.
- **3.3** The two <u>private</u> parks and landscaped green strip identified on **Exhibit B** shall be completed prior to recordation of the last phase of the tract map which contains the respective private park, and open to the public for use upon completion.
 - **4. <u>RECORDATION.</u>** This Agreement and its Exhibits shall be recorded at the Kern County Hall of Records.
- shall run with the land and be binding upon the parties, their respective heirs, administrators, executors, successors, assigns, devisees, representatives and all other persons or entities acquiring the property (or any portion thereof or interest therein) which is the subject of this Agreement.

- **6. 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.
- **7. SEVERABILITY.** If any provision of this Agreement may prove to be invalid, void or illegal, it is the intent of the parties that all other provisions of this Agreement shall remain fully valid, enforceable and binding on the parties hereto.
- **8.** ACCEPTANCE. The acceptance of work or services, or payment for work or services, by CITY shall not constitute a waiver of any provisions of this Agreement.
- **9. 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.
- 10. <u>COUNTERPARTS</u>. This Agreement may be executed simultaneously or in one or more counterparts, each of which shall be deemed an original but all of which together constitute one and the same instrument.
- 11. **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.
- 12. <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.
- 13. <u>NON-INTEREST</u>. No officer or employee of CITY shall hold any interest in this Agreement (California Government Code section 1090).
- 14. <u>COMPLIANCE WITH ALL LAWS</u>. DEVELOPER/shall, at DEVELOPER'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.

- 15. INDEMNITY. DEVELOPER/SUBDIVIDER shall indemnify, defend, and hold harmless CITY, its officers, agents and employees against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out connected with, or caused by DEVELOPER/SUBDIVIDER. DEVELOPER's/SUBDIVIDER's employees, agents, independent contractors, companies, or subcontractors in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by a party indemnified hereunder, except for CITY's sole active negligence or willful misconduct.
- 16. HAZARDOUS MATERIALS. DEVELOPER/SUBDIVIDER knows of no hazardous material stored, dumped or in any way placed in, on, over or about that portion of PUBLIC LINEAR PARK property being conveyed at the time or in, on, over or about the PRIVATE LINEAR PARK property. DEVELOPER knows of no activities, either public or private, wherein DEVELOPER/SUBDIVIDER or a third party has placed or dumped any hazardous material of any nature in, on, over or about that portion of the PUBLIC PARK property being conveyed at the time or in, on, over or about the PRIVATE PARK property. DEVELOPER/SUBDIVIDER takes full responsibility for cleaning up any hazardous material placed in, on or about the PUBLIC PARK property at any time prior to CITY taking fitle and hereby fully indemnifies CITY, and CITY's successors and assigns, from any and all liability, claims, actions, causes of action or demands whatsoever for clean-up of hazardous materials found in, on, over or about that portion of the PUBLIC PARK property being conveyed at the time placed prior to CITY taking title.
- 17. <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

RECREATION AND PARKS DEPARTMENT

900 Truxtun Avenue

Bakersfield, California 93301 Telephone: (661) 326-3866

OWNER: OLD RIVER RANCH, LLC

Attention: Keith B. Gardiner 29341 Kimberlina Road Wasco, California, 93280

Phone: (661) 587-2250

OWNER:

RTS ORCHARDS. LLC

Attention: Rod Stiefvater and Paul Nugent

1639 Angie Court

Bakersfield, California 93314-9271

Phone: (661) 809-7610

18. TAX NUMBERS.

DEVELOPER's/SUBDIVIDER's Federal Tax Identification

Number: Old River Barch: 47-3175884 RTS: 47-5334423

Is DEVELOPER a corporation?: Yes ____ No ___

- 19. <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.
- **20. 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.
- 21. <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.
- 22. <u>NEGATION OF PARTNERSHIP</u>. CITY shall not become or be deemed a partner or joint venturer with DEVELOPER/SUBDIVIDER or associate in any such relationship with DEVELOPER by reason of the provisions of this Agreement. DEVELOPER/SUBDIVIDER shall not for any purpose be considered an agent, officer or employee of CITY.

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

[signatures begin on following page]

"CITY" **CITY OF BAKERSFIELD** By: **KAREN GOH** Mayor APPROVED AS TO FORM: **VIRGINIA GENNARO** City Attorney CHRISTINA J. OLESON Deputy City Attorney Insurance: _ APPROVED AS TO CONTENT: **RECREATION AND PARKS** Recreation and Parks Director COUNTERSIGNED: By:_ **RANDY MCKEEGAN** Finance Director

"DEVELOPERS/SUBDVIDERS" OLD RIVER RANCH, LLC.

KEITH B. GARDINER

Manager

RTS ORCHARDS, LLC
RODNEY T. STIEFVATER

Manager

S:\PARKS\Agrs\20-21\ORR Agreement 11-2-20.docx

Attachments: Exhibit A – Specific Plan Exhibit B - Map **EXHIBIT A**



Parks & Trails Specific Plan for

OLDRIVERRANCH

located in Southwest Bakersfield

APPROVED_____

Prepared by



December 2006

Bakersfield

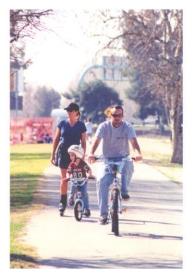
Development Services Department - Planning Division 1715 Chester Avenue Bakersfield, Ca. 93301 661.326.3733

EXHIBIT A

TABLE OF CONTENTS

INTRODUCTION

Mission Statement/Purpose	2
Summary of Specific Plan	2
Background	3
Connectivity	3-4
Comments	
POLICIES & STANDARDS	
Amendment Procedure	5-7
Implementation Policies	ε
Aquisition & Improvements	9
Maintenance & Operation	10
Maintenance & Operation	
DARKE TRAIL COVETEN	
PARKS & TRAILS SYSTEM	
E Mar Rd at T d	1 (
Exhibit 1: Bikeways & Trails	1
Exhibit 2: Park & Trail Linkages Parks	1 ∠
Parks	13-17
Exhibit 3: Old River Ranch Park Locations	12
Trails	
Exhibit 4: Detail of Multi-Purpose Trail - 24' overall width	1 7
Exhibit 5: Detail of Multi-Purpose Trail - 20'-6" overall width	1 &
F xhibit 6: Alternate Trail Detail at 14' Overall	1 5
Exhibit 7: Detail of Multi-Purpose Trail at Corner	20
Parks & Trails Development Schedule	21-22
Exhibit 8: Old River Ranch Development Phasing	27
Lancita Cita March Data Para Santa	



INTRODUCTION

MISSION STATEMENT/PURPOSE

The purpose of this Specific Plan is to provide access to a variety of natural resources, open spaces, interpretive and recreational amenities within and surrounding the Old River Ranch community through an interconnected system of parks and trails. In addition, this park and trail plan will integrate into the larger context of Bakersfield and provide important linkages between the Bakersfield Regional Sports Park and the Kern River Corridor.



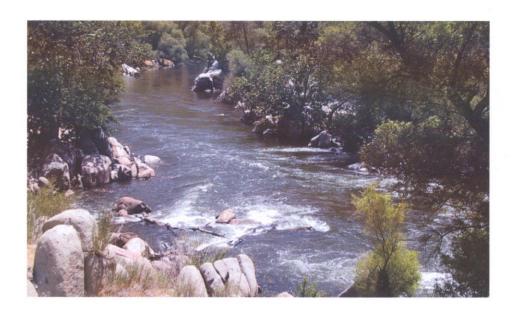
SUMMARY OF SPECIFIC PLAN

The Old River Ranch Park and Trail Specific Plan is composed of two main parts. Part one of the Specific Plan is identified as 'Policies and Standards.' This section includes the dedication and development of parks and trails, development schedule, and general maintenance and operations requirements. Part two, 'Parks & Trails System,' identifies the parks and trails of the Old River Ranch community, including a description and location, an overall parks and trails plan, references to typical design standards, and an anticipated parks and trails development schedule.

INTRODUCTION

BACKGROUND

The Old River Ranch community was approved by the Planning Commission in October, 2005, and the City Council in November, 2005. It will become home for over 21,000 residents, and offers a variety of recreational activities for public use. The approval of Old River Ranch brings forth a unique opportunity to access a diverse range of recreational amenities not only for its residents but for all of Southwest Bakersfield. This will be accomplished by providing a network of parks interconnected by a system of trails. When complete, this system will provide connections to two significant amenities in the City of Bakersfield, the new Bakersfield Regional Sports Park and the existing Kern River Corridor.



CONNECTIVITY

Park & Trail Connectivity

Old River Ranch offers a "system of parks" that all work together to provide an amenity base for all residents. Each park offers a unique set of amenities, with the intent of providing a broad range of activities throughout the system. Bicycle circulation is encouraged in the community, functioning both as a means to connect this "park network" and encourage alternative modes of transportation. All major roads include a class 2 (on-street) bike lane. In addition to

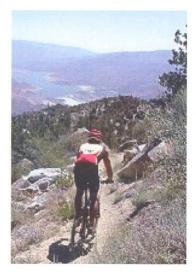
Old River Ranch Bakersfield



INTRODUCTION

CONNECTIVITY (Continued)

these class 2 lanes, the Old River Ranch community features a multipurpose (off-street) trail system along Park Loop Road, extending easterly along Berkshire Road and McKee Road to Gosford Road, thereby providing a direct link to the proposed Bakersfield Regional Sports Park. Residents and visitors will have the unique opportunity to walk or bicycle from their homes to this regional park, located 1 mile east of Old River Road. This trail will become the first leg of an enhanced regional trail system for southwest Bakersfield and will serve as an important linkage to the Kern River Corridor.



Access to the Kern River Corridor

Composed of over 600 acres of trails, parks and waterways, the Kern River Corridor extends approximately 30 miles. Beginning at the mouth of Kern Canyon on the east and extending west to Interstate 5, the Kern River Corridor is an extensive multi-purpose trail system that provides a variety of both passive and active recreational opportunites along the River. Linkage to Kern River from Old River Ranch will occur via planned or existing class 2 bike trails on Allen Road, Buena Vista Road, and Old River Road. This connectivity provides important connections and access beyond the immediate neighborhood, encouraging public access and enjoyment of the Kern River Corridor and the opportunity to increase pedestrian and bicycle circulation throughout the City.

AMENDMENT PROCEDURE

Amendment Process

The placement of parks and trails shall closely match the locations and alignments shown in this Plan, and be subject to design standards. Deviations in the alignments may be approved based on factors such as public safety, topographic constraints or sound design and engineering practices. If deemed necessary by the Planning Director, such a change may require public notice and hearing in accordance with the amendment provisions of this Plan.

An application to amend this Plan shall be made in writing to the Planning Director. The Planning Director shall provide the forms for such an amendment, and may prescribe filing deadlines, collection of processing fees, the type of information to be provided, and any administrative procedure necessary to comply with federal, state and local regulations.

The Planning Director shall determine application completeness. Upon said completeness determination, and in accordance to the type of request as described below, the matter shall be set and noticed for a public hearing before the appropriate Advisory Agency. Said notice shall be advertised in a newspaper of local distribution at least ten (10) days prior to the hearing date. Property owners within 300 feet of the project site and subject trail staging area or park location shall be notified by mail at least ten (10) days prior to the hearing date. Amendments are subject to environmental review in accordance with state and local regulations and policies.

City Council

The City Council shall consider applications which do not have related applications as described in the following paragraphs. City Council shall be authorized to review, amend, conditionally amend, or deny any request for amendment, and hear appeals of decisions



AMENDMENT PROCEDURE (continued)

made by the Planning Commission or Board of Zoning Adjustment. The City Council may also initiate review or amendment of this Parks and Trails Plan.

Planning Commission

The Planning Commission shall have authority to initiate amendments, amend (with or without conditions) and deny amendments to this Parks and Trails Plan upon determining whether such amendment is consistent with the purpose of this Plan.

Second, the Planning Commission shall have authority to review, amend, conditionally amend, or deny amendment requests to this Parks and Trail Plan concurrently with a related project that is subject to Title 16 of the Bakersfield Municipal Code. An example of a project subject to Planning Commission review under this circumstance includes an application for a tentative tract map, which, upon engineering design or other professional evidence, indicates a park or trail alignment as shown on the Parks and Trails Plan should be relocated.

Third, the Planning Commission shall have authority to review, amend, conditionally amend, or deny amendment requests to this Parks and Trails Plan for "development" projects, which have been appealed to them pursuant to the Bakersfield Municipal Code.

The decision of the Planning Commission is final if not appealed to the City Council in a timely manner and in the proper form in accordance with Chapter 16.52 of the Bakersfield Municipal Code.

Board of Zoning Adjustment

The Board of Zoning Adjustment shall have authority to review, amend, conditionally amend, or deny an amendment request when such request is related to and concurrently heard with application for a conditional use permit or zoning modification to be heard by the Board of Zoning Adjustment.



AMENDMENT PROCEDURE (continued)

Development Services Director

The Development Services Director shall have authority to review, amend, conditionally amend, or deny amendment requests to this Parks and Trails Plan when such request is related to and concurrently heard with application for site plan review.

IMPLEMENTATION POLICIES

- -Park sites shall be located in the general vicinity depicted on Exhibit 3: Old River Ranch Park Locations.
- -Gated subdivisions within the planning area shall be designed to provide public access to parks and trails and allow trail linkages through subdivisions, where needed.
- -Where possible, road crossings for trails should be at controlled intersections.
- -The multi-purpose trail illustrated in this plan shall be for the use of pedestrians, hikers and bikers.
- -Temporary or permanent limitations on trail use shall be established by the City where deemed appropriate due to user conflicts, impacts on habitat, erosion, maintenance or operational factors.



ACQUISITION & IMPROVEMENTS: PARKS

Acquisition:

Park acreage dedication/in-lieu fee requirements within the plan area shall be provided in accordance with Bakersfield Municipal Code Chapter 15.80.

Improvement:

-Park improvements shall be funded in accordance with Bakersfield Municipal Code Chapter 15.82, or developer may enter into an agreement with the City to provide park improvements and receive a park development fee reimbursement or waiver.

ACQUISITION & IMPROVEMENTS: TRAILS

Acquisition:

Trail dedications consistent with the policies and standards in this plan shall be required of development projects. Development plan applications shall depict trail alignments.

Improvement:

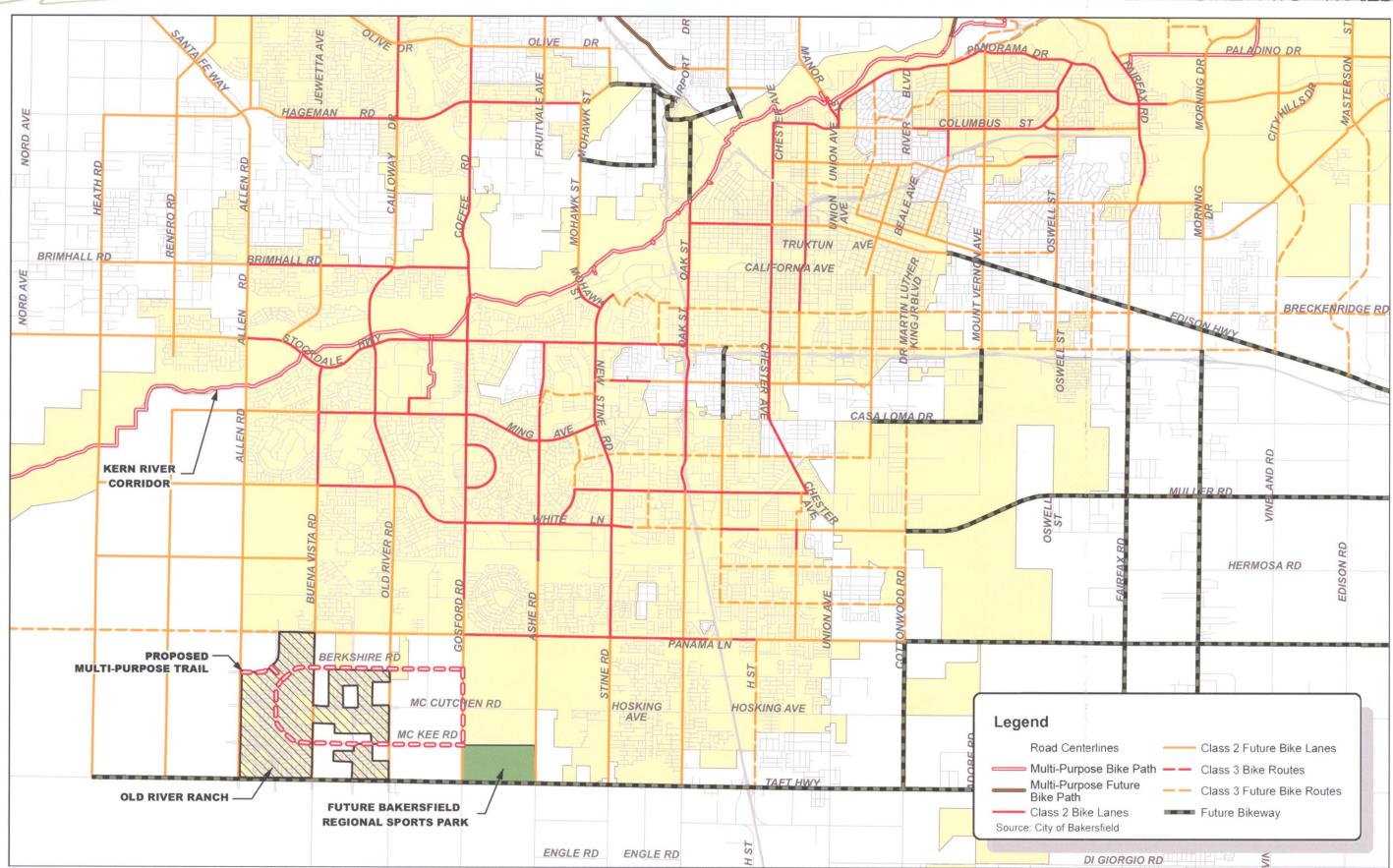
- -Where trails occur along the frontage of improvements such as multiple family residential, offices or commercial development, the trail shall be constructed by the developer of the property and maintained by the end user of the property.
- -Plant materials utilized in areas with improved trails shall be selected from the plant palette associated with the adjacent subdivision.
- -Trail enhancements may be funded from park development fees.



MAINTENANCE & OPERATIONS

New development within the plan area shall be required to annex to the consolidated maintenance district for the purpose of providing funds for maintenance and operations of the trails. The method of maintenance may also include provisions for parks, landscaping or other facilities of public benefit. Maintenance and operations costs and expenses include, but are not limited to, erosion control, litter control, necessary repairs or replacements, utilities, care, supervision and any or all other items necessary for the proper maintenance and operation of the trails.







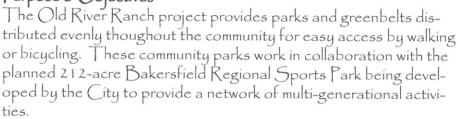


PARK





PARKS&TRAILS SYSTEM





Park Ownership

The parks within Old River Ranch vary in size, and as noted above, are located through out the community. Generally, parks that are 6-acres or larger in size will be owned and operated by the City. Any parks that are smaller than 6-acres will be owned and operated by the Home Owner's Association. Regardless of the ownership and/or maintenance responsibility, parks will be open for the use and enjoyment of the public.

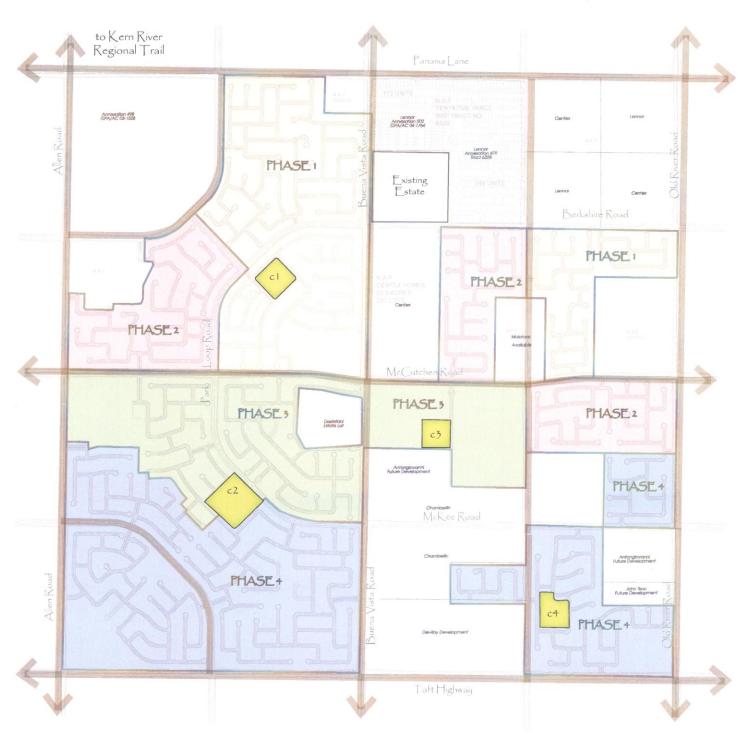
Park Programming

Old River Ranch is fortunate to be located only one mile west of the new 212-acre Regional Sports Park being planned along Gosford Road. In addition, the community is within 4 miles of the Kern River Corridor, a 30-mile regional trail featuring access to many natural resources. These two regional amenities provide recreational opportunities within easy access of the community, and therefore have a significant impact on the types of park improvements being planned within the project.

Park programming considers the entire network of parks so that a system of parks providing a variety of amenities can be developed. Proposed improvements should be carefully planned in collaboration with City staff to distribute facilities throughout the community and to provide multi-generational activities. Exhibit 3 locates each park and a list of possible park programs is included on the following page.

Exhibit 3: OLD RIVER RANCH PARK LOCATIONS

city-owned & maintained parks





POTENTIAL OLD RIVER RANCH PARK PROGRAMS

C1 = 6 acres
Tennis Courts
Off-Street Parking
Restroom/Maintenance Building
Picnic Areas
Off-Leash Bark Park'
Tot-Lot
Park Gateway

C2 = 12 acres
Skateboard Park
Entry/Staging Area
Parking for 50 cars
Restroom/Maintenance Building
Picnic Area
Soccer Field
Adventure Playground
Park Gateways

C3 = 6 acres
Softball Field
Adventure Playground
Restroom/Maintenance Building
Hardcourt Play
Picnic Area
Park Gateways

C4 = 6 acres
Hardcourt Play
Restroom/Maintenance Building
Picnic Areas
Tot Lots

This is a preliminary programming plan and is subject to change. Actual improvements, design, configuration and location may vary from what is depicted.







PARKS & TRAILS SYSTEM

TRAILS

Purpose & Objectives

To develop a 'walkable' community through a network of multi-purpose and class 2 trails that promote community access to a variety of amenities within and surrounding Old River Ranch, including parks, schools, stores, and other destinations. The trail system planning expands beyond the limits of the community and will provide links to a new 212-acre Bakersfield Regional Sports Park to the east, and the 30-mile Kern River Corridor to the north. If fully implemented, this trail network will help develop the first linkages between northeast and southwest Bakersfield, and prove to be an asset to not only its residents, but also to the community of southwest Bakersfield, and ultimately, the entire City.

Trail Classification & Location

Old River Ranch provides over 16 miles of class 2 bike lanes (refer to Exhibit 2: Park & Trail Linkages). The major feature in this plan is the connection to the new Bakersfield Regional Sports Park through Park Loop Road, Berkshire Road, McKee Road, and Gosford Road. The trails plan consists of two trail types:

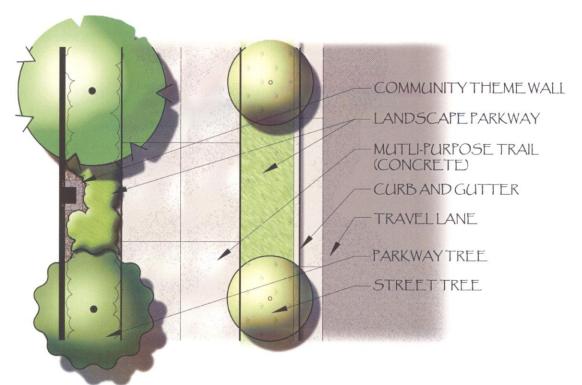
Multi-Purpose Trails:

Expanded parkways along Park Loop Road, Berkshire Road, and McKee Road provide up to a 12' wide multi-purpose trail. Refer to exhibits 4-7 for multi-purpose trail details. These standards have been developed to address specific existing conditions, and will be located as depicted in Exhibit 2.

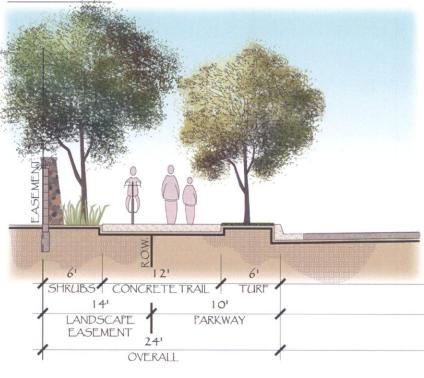
Class 2 Bike Lane:

Class 2 bike lanes will be located on Panama Lane, McCutchen Road, Taft Highway, Allen Road, Buena Vista Road, Old River Road, and the unnamed collector roads as depicted in Exhibit 2.

Exhibit 4: DETAIL OF MULTI-PURPOSE TRAIL 14' EASEMENT & 10' PARKWAY (24' overall width)



PLAN VIEW

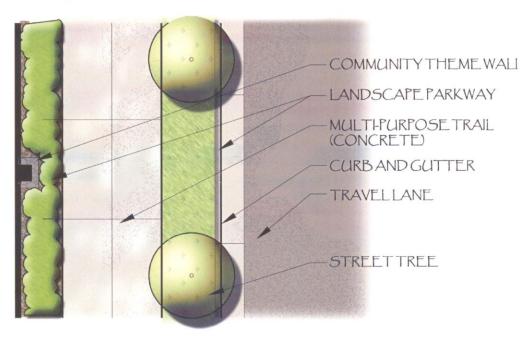


Notes: See Exhibit 2 for proposed location. Street trees along Park Loop Road North and South, Berkshire Road and McKee Road will be made up of Platanus Acerifolia 'Bloodgood', Liquidambar Styraciflua 'Palo Alto', and Sequoia Sempervirens or Species Approved by Bakersfield Parks Department. Trees will be planted in random groupings from 15 Gallon and 24" box specimens. Quantities shall be based on trees being planted 35'

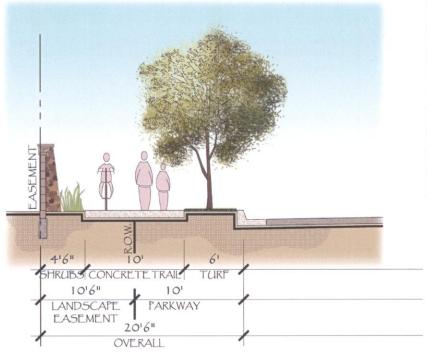
SECTION



Exhibit 5: DETAIL OF MULTI-PURPOSE TRAIL 10'-6" EASEMENT & 10' PARKWAY (20'-6" overall width)



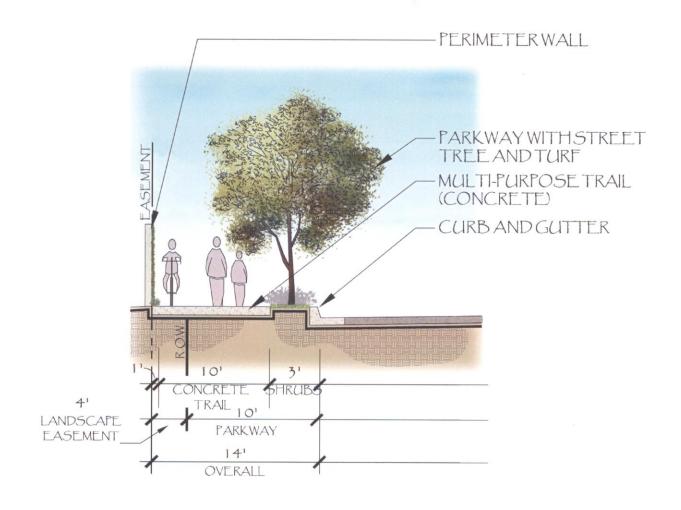
PLANVIEW



Notes: See Exhibit 2 for proposed location. Street trees along Park Loop Road North and South, Berkshire Road and McKee Road will be made up of Platanus Acerifolia 'Bloodgood', Liquidambar Styraciflua 'Palo Alto', and Sequoia Sempervirens or Species Approved by Bakersfield Parks Department. Trees will be planted in random groupings from 15 Gallon and 24" box specimens. Quantities shall be based on trees being planted 35"

SECTION

Exhibit 6: ALTERNATE TRAIL DETAIL 4' EASEMENT & 10' PARKWAY (14' overall width)

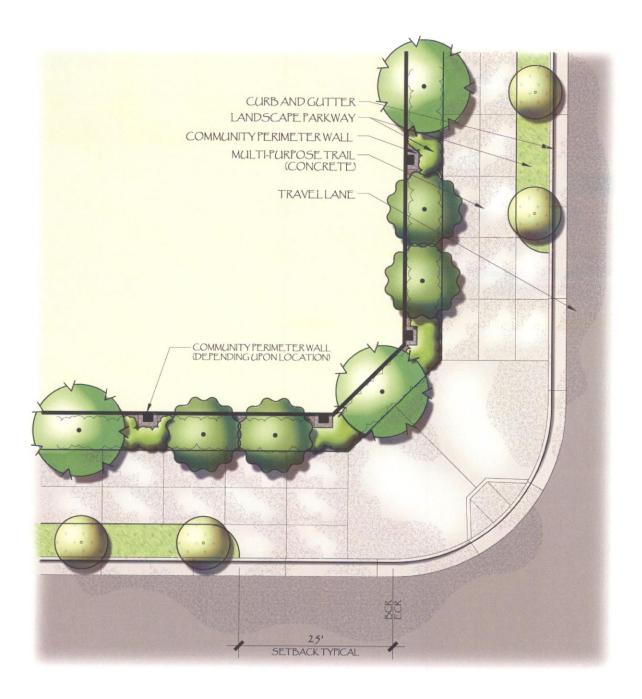


SECTION

Notes: See Exhibit 2 for proposed location. Street trees along Park Loop Road North and South, Berkshire Road and McKee Road will be made up of Platanus Acerifolia 'Bloodgood', Liquidambar Styraciflua 'Palo Alto', and Sequoia Sempervirens or Species Approved by Bakersfield Parks Department. Trees will be planted in random groupings from 15 Gallon and 24" box specimens. Quantities shall be based on trees being planted 35' apart, however actual spacing will vary according to site conditions.



Exhibit 7: DETAIL OF MULTI-PURPOSE TRAIL AT CORNER



Notes: See Exhibit 2 for proposed location. Street trees along Park Loop Road North and South, Berkshire Road and McKee Road will be made up of Platanus Acerifolia 'Bloodgood', Liquidambar Styraciflua 'Palo Alto', and Sequoia Sempervirens or Species Approved by Bakersfield Parks Department. Trees will be planted in random groupings from 15 Gallon and 24" box specimens. Quantities shall be based on trees being planted 35" apart, however actual spacing will vary according to site conditions.

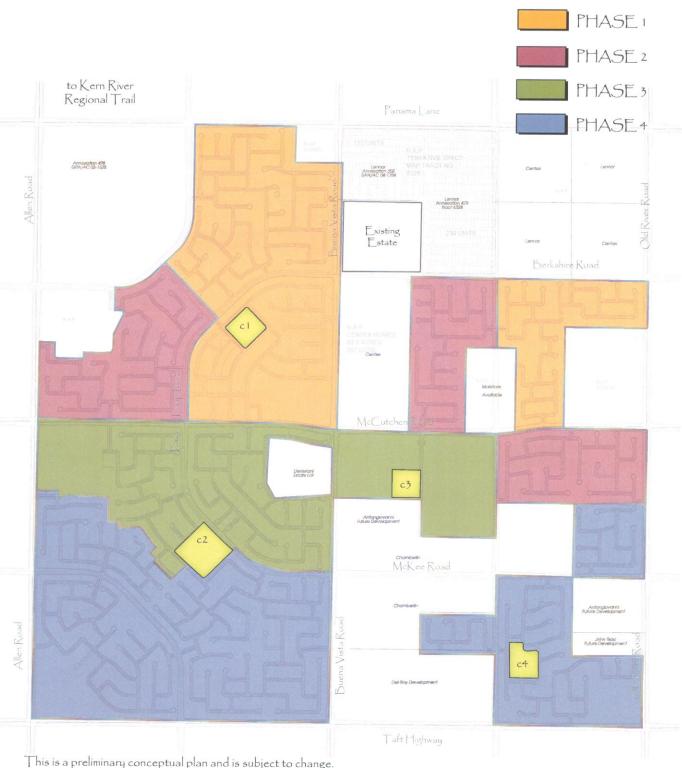


PARKS & TRAILS SYSTEM

PARKS & TRAILS DEVELOPMENT SCHEDULE

Parks and trails are to be developed in the 4 phase development plan established for the Old River Ranch community. Refer to the Old River Ranch Development Phasing (Exhibit 8) for the scheduled development of individual parks and trails. The Old River Ranch developer will be responsible for the coordination of these improvements and/or agreements.

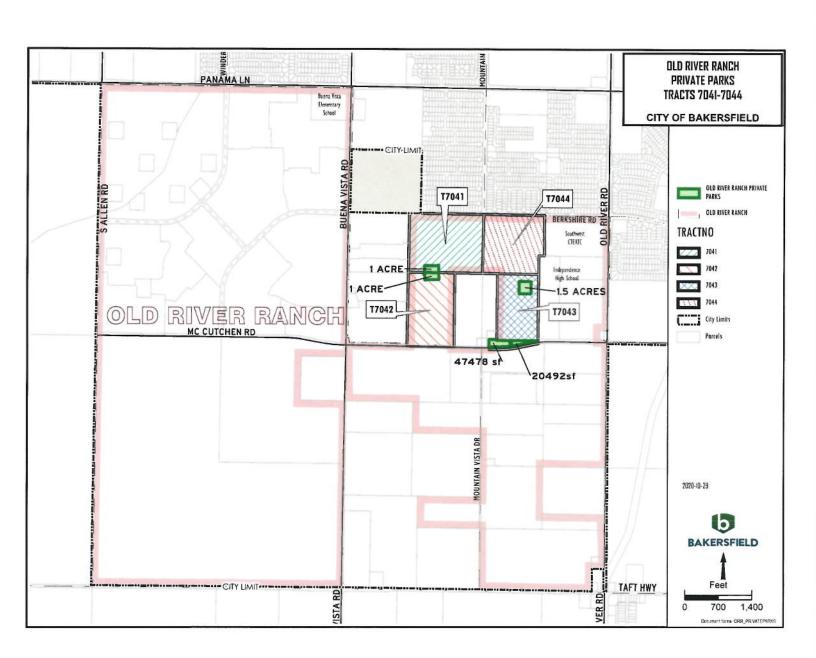
Exhibit 8: OLD RIVER RANCH DEVELOPMENT PHASING



This is a preliminary conceptual plan and is subject to change. Actual improvements, design, configuration and location may vary from what is depicted.









ADMINISTRATIVE REPORT

MEETING DATE: 1/6/2021 Consent – Agreements I.

TO: Honorable Mayor and City Council

FROM: Randy McKeegan, Finance Director

DATE: 11/15/2019

WARD: Ward 4, 5

SUBJECT: Agreement with Castle and Cooke California, Inc. (\$573,737), for

the purchase of future right-of-way located at the west end of Ming

Avenue south of the Kern River.

STAFF RECOMMENDATION:

Staff recommends approval of the agreement.

BACKGROUND:

The City is proposing to purchase approximately 11.47 net acres of land reserved for the future West Beltway and Ming Avenue interchange. The property is located at the west end of Ming Avenue south of the Kern River. Purchasing the property now alleviates the potential development of the subject property and the need to acquire fully developed land at a later date.

Included in the purchase, is the purchase of a 2.72 acre landlocked remnant, which is being created by the interchange. This remnant borders the Water Resources 2800 Acre water recharge area. Due to growing needs for water recharge, the Water Resources Department determined a need to purchase the remnant to add to the current recharge area.

The purchase price represents the property's fair market value as established by an independent appraisal prepared by Merriman, Hurst & Associates.

A Phase 1 Environmental Site Assessment Report has been prepared and the Development Services Department, Planning Division, completed a General Plan Review (65402) and found this project consistent with the Metropolitan Bakersfield 2010 General Plan.

There are currently adequate funds budgeted in the Transportation Development Fund for the purchase of the portion of the property being utilized for future road purposes and there are adequate funds budgeted in the River & Agriculture Water Fund for the portion of the property being purchased by Water Resources.

ATTACHMENTS:

Description Type

Agreement Agreement

,	Α	GR	EEA	NENT	NO.	
---	---	----	-----	-------------	-----	--

PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS FOR THE SALE OF REAL PROPERTY BY AND BETWEEN THE CITY OF BAKERSFIELD AND CASTLE & COOKE CALIFORNIA, INC.

THIS AGREEMENT is made and entered into on _______, by and between the CITY OF BAKERSFIELD, a municipal corporation ("BUYER" herein), and CASTLE & COOKE CALIFORNIA, INC., a California corporation ("SELLER" herein).

RECITALS:

WHEREAS, BUYER and SELLER entered into Development Agreement No. 07-310: and

WHEREAS, SELLER holds fee title to approximately 260.51 acres of real property located at the southwest corner of Ming Avenue and Highgate Park Blvd, Bakersfield, California (APN 523-540-41), hereinafter "Seller Property"; and

WHEREAS, BUYER has determined a need for the purpose of the future West Beltway and Ming Ave Interchange and desires to purchase, as set forth in said Development Agreement, a portion of Seller Property, and improvements thereon described in Exhibit "A-1, C, D, F-1", and as shown on the drawing marked Exhibit "B-1, C-1, D-1, F" attached hereto and incorporated herein by this reference, hereinafter "The Property"; and

WHEREAS, it is the intent of the parties to set forth all the covenants and conditions for purchase by BUYER of The Property and that the purchase price is to include any and all claims for compensation and/or payment arising from this acquisition.

NOW, THEREFORE, incorporating the above recitals herein, BUYER and SELLER mutually agree as follows:

- 1. AGREEMENT TO SELL AND PURCHASE. SELLER agrees to sell and BUYER agrees to purchase The Property in accordance with all the covenants and conditions set forth in this Agreement.
- 2. PURCHASE PRICE. The purchase price of Five Hundred Seventy Three Thousand Seven Hundred Thirty Seven Dollars and No/100 (\$573,737.00) represents The Property's fair market value as established by an appraisal prepared by Merriman, Hurst & Associates. The amount set

forth herein above includes any and all claims by SELLER for compensation arising from this transaction.

3. ESCROW.

- **3.1** <u>Escrow Holder.</u> The purchase and sale of The Property shall be consummated by means of an escrow to be opened at the office of Ticor Title Company, herein "Escrow Holder", located at 10000 Stockdale Highway, Bakersfield, CA.
- **3.2** Escrow Instructions. Within twenty (20) working days of execution of this Agreement by all parties, each shall deliver to Escrow Holder appropriately executed escrow instructions or file a written protest detailing what instructions are not acceptable. This Agreement shall serve as the parties' instructions to the Escrow Holder and shall become part of the escrow instructions for consummation of the purchase and sale of The Property. SELLER and BUYER agree to execute such additional and supplementary instructions as may be appropriate or required by Escrow Holder to comply with the terms of this Agreement; provided, however, that in the event of any conflict between this Agreement and any additional or supplementary escrow instructions, the terms of this Agreement shall control, unless the parties jointly agree to the contrary. Said escrow instructions are incorporated herein by this reference.
- 4. <u>BUYER'S CONTINGENCIES</u>. The closing of this transaction is contingent upon the satisfaction or waiver of the following contingencies prior to the Closing Date. Each of these contingencies must be satisfied or waived prior to any obligation of the BUYER to become effective. The failure to satisfy or waive these contingencies within the time stated, or within any mutually-agreed extended time, shall terminate this Agreement with no liability of BUYER for any direct or consequential damages:
 - **4.1 Financing.** Availability of funds for this acquisition;
- **4.2** <u>Preliminary Title Report and Documents.</u> Within ten (10) working days of execution of this Agreement by all parties, the following shall occur:
- **4.2.1** BUYER shall obtain a preliminary title report (herein "PTR") concerning The Property, issued by Escrow Holder, together with copies of reproducible documents referred to in such PTR, if any;
- **4.2.2** SELLER shall provide BUYER copies of all currently effective unrecorded tenant leases, licenses, or other agreements known to SELLER and relating to The Property;

- 4.2.3 BUYER shall deliver to Escrow Holder its written disapproval of any exceptions to the title referred to in paragraphs 4.2.1 and 4.2.2 above within ten (10) working days after BUYER's receipt thereof. If, after receipt of disapproval of any exceptions to the title, SELLER does not elect to cure all of said exceptions, then BUYER shall have the right either to accept title to The Property subject to said exceptions, thereby waiving any and all claims against SELLER by reason thereof, or to terminate this Agreement. BUYER shall give SELLER such written notice of BUYER's election within the ten (10) working days after receipt of SELLER's election not to cure. If BUYER elects to terminate this Agreement, thereafter neither SELLER nor BUYER shall have any further liability hereunder, except that BUYER shall be entitled to the prompt return of all funds deposited by BUYER with Escrow Holder, less reasonable escrow cancellation fees and costs and title company charges which BUYER hereby agrees to pay;
- **4.3 Title Insurance**. Escrow Holder will issue a CLTA title policy insuring title in BUYER's name in an amount equal to the purchase price;
- **4.4** <u>Site Assessment</u>. A favorable environmental site assessment to be performed by BUYER;
- 4.5 <u>Material Change</u>. No material change, as hereinafter defined, shall have occurred with respect to The Property which has not been approved in writing by BUYER. For purposes of this Agreement, a "material change" shall be a change in the status of the use, occupancy, tenants, or condition of The Property as reasonably expected by the BUYER that occurs after the date of this Agreement and prior to the close of escrow. BUYER shall have twenty (20) days following receipt of written notice from any source of any such material change within which to approve or disapprove same. Unless otherwise notified in writing by either party, Escrow Holder shall assume that no material change has occurred prior to the close of escrow.
- **4.6** Existing Leases and Tenancy Statements. SELLER represents that they will provide to BUYER a copy of any existing unrecorded leases, subleases, or rental arrangements (herein the "existing leases") and there will be no additional leases prior to the close of escrow, excepting those approved in writing by BUYER;
- **4.7** Other Agreements. SELLER shall within ten (10) working days of the date of this Agreement provide BUYER with legible copies of all other agreements known to SELLER that will affect The Property after the closing;

- **4.8** <u>Unrecorded Title Matters.</u> SELLER has no actual knowledge of any encumbrances, covenants, conditions, restrictions, easements, licenses, liens, charges, or other matters which affect the title of The Property that are not recorded in the Official Records of the Kern County Recorder, except as otherwise disclosed in writing to BUYER;
- **4.9** <u>Possessory Rights</u>. SELLER has no knowledge that anyone or any entity will, at the time of the closing, have any right to possession of The Property, except as disclosed by the SELLER in writing to BUYER.

All of the above contingencies are for the benefit of, and may be waived in writing by, BUYER and may be elsewhere herein referred to as "BUYER's contingencies."

- 5. <u>SELLER'S WARRANTIES</u>. SELLER hereby makes the following warranties and representations to BUYER which shall survive the closing for a period of one (1) year;
- **5.1** <u>Authority of SELLER</u>. SELLER warrants and represents that SELLER has the right and legal ability to transfer The Property to the BUYER as set forth in this Agreement;
- **5.2** <u>Legal Proceedings.</u> SELLER has no knowledge of any actions, lawsuits, or proceedings pending or threatened before any commission, board, bureau, agency, arbitrator, court, or tribunal that would affect The Property or the right to occupy or utilize same;
- **5.3** <u>Bankruptcy Proceedings</u>. SELLER is not the subject of a bankruptcy, insolvency, or probate proceeding and has no notice or knowledge that any tenant, lessee, or other person/entity possessing an interest in The Property is the subject of a bankruptcy or insolvency proceeding.
- 6. CONVEYANCE OF TITLE. SELLER agrees to convey to BUYER The Property free and clear of all recorded and unrecorded deeds of trust and other monetary liens. The amount of any bond or assessment which is a lien shall be paid by SELLER or otherwise removed by SELLER from title to The Property at or before the closing, subject to approval of the title report. SELLER shall execute a Grant Deed to convey The Property to BUYER and deliver same to Escrow Holder within fifteen (15) days of the opening of escrow. Any and all water rights accruing to The Property shall also be transferred to BUYER without reservation, except that the Grant Deed shall contain an express reservation reserving to SELLER any and all rights accruing to SELLER under the terms and conditions of that certain Land

Exchange and Water Development Agreement No. 06-157 (the "Water Development Agreement") entered into as of June 7, 2006 by and between BUYER, SELLER, Bolthouse Properties, LLC and the Kern County Water Agency ("KCWA"), including without limitation the rights accruing to SELLER under Section 3.4 of said agreement. Such express reservation shall provide as follows:

"RESERVING TO GRANTOR, any and all rights accruing to Grantor under the terms and conditions of that certain Land Exchange and Water Development Agreement, Agreement No. 06-157 entered into as of June 7, 2006 by and between Grantor, Grantee, Bolthouse Properties, LLC and the Kern County Water Agency, including without limitation the rights accruing to Grantor under Section 3.4 of said agreement."

In addition, BUYER acknowledges that SELLER does not own any oil, gas or mineral rights in or to The Property, and the parties acknowledge and agree that the legal description attached to the Grant Deed shall exclude all oil, gas and mineral rights previously excepted and reserved of record.

- 7. <u>CLOSING COSTS</u>. BUYER shall be responsible for all normal and reasonable escrow fees, including the costs of title insurance. SELLER shall be responsible for the costs to clear title and all real property taxes and assessments accruing up to the close of escrow. SELLER shall fully pay the amount of any bond or assessment which is a lien upon The Property prior to the close of escrow.
- **8.** CLOSING DATE. Escrow shall close no later than ten (10) days after the satisfaction of all contingencies set forth herein, unless extended by mutual written agreement of both parties. In no event shall the escrow close more than sixty (60) days from execution of this Agreement by all parties, unless extended in writing, by mutual agreement of all parties.
- **9. POSSESSION OF SELLER'S PARCEL**. SELLER agrees to give possession of The Property to BUYER on the date of close of escrow.
- 10. <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.
- 11. **GOVERNING LAW.** The laws of the State of California will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in Kern County, California.

- **12. TIME.** Time is of the essence in this Agreement.
- 13. <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.
- **14. BROKERS AND FINDERS.** The parties acknowledge and represent that BUYER shall pay no commission to any broker or finder in connection with the purchase and sale of The Property.
- **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) (collectively, "Assignable Rights") may be assigned or transferred by any party without the prior written consent of the other party, which shall not be unreasonably withheld, except that SELLER shall have the right to assign this Agreement and any or all of SELLER's Assignable Rights and obligations thereunder without BUYER's prior written consent (effective upon written notice thereof given to BUYER) to any entity controlled by or under common control with SELLER. In addition, BUYER acknowledges that under the terms and conditions set forth in Section 2 of the Water Development Agreement, KCWA will be entitled to receive a portion of the consideration paid by BUYER for The Property, and accordingly SELLER shall have the right to instruct Escrow Holder to deliver any funds that KCWA is so entitled to receive, from the purchase price, directly to KCWA at the closing. Any assignment other than an assignment which is expressly permitted by the terms and conditions of this Section 17 is prohibited, and shall be unenforceable and otherwise null and void without the need for further action by the non-assigning party or parties.
- 16. <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.

- 17. 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.
- **18. 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.
- 19. 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.
- **20. 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.
- 21. <u>NON-INTEREST</u>. No officer or employee of BUYER shall hold any interest in this Agreement (California Government Code section 1090).
- 22. <u>HAZARDOUS MATERIALS</u>. SELLER knows of no hazardous material(s) stored, discharged, abandoned, dumped or in any way placed in, on, over, under or about The Property. SELLER knows of no activities, either public or private, wherein SELLER or a third party has placed, stored, discharged, abandoned or dumped any hazardous material of any nature, in, on, over, under or about The Property.
- 23. <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:

To BUYER:

CITY OF BAKERSFIELD

Attention: Property Management 1600 Truxtun Avenue, 2nd Floor

Bakersfield, CA 93301

To: SELLER:

Castle & Cooke California, Inc.

Attention: Sr. Vice President of Operations

10000 Stockdale Hwy, Suite 300

Bakersfield, CA 93311

24. LAND EXCHANGE PERMITTED. Notwithstanding anything to the contrary contained in this Agreement, SELLER may transfer The Property, and/or any additional property purchased by BUYER pursuant to the terms and conditions of Section 3 above, by means of one or more exchanges for like-kind property qualifying for tax-deferred treatment pursuant to Internal Revenue Code Section 1031 or 1033. If SELLER exercises such option, then BUYER shall cooperate in effecting a qualifying like-kind exchange through a trust or other means determined by SELLER, as long as SELLER bears all cost and expense in connection with such exchange and BUYER is not required to incur liability for or in connection with such exchange or enter the chain of title to any property other than The Property or the additional property purchased by BUYER, as applicable. The parties understand, acknowledge and agree that this provision may require that BUYER and/or SELLER execute and deliver such documents as shall be reasonably necessary or required to effect the exchange, and the need to instruct the Title Company to forward all or any portion of the closing funds and/or closing documents to SELLER'S exchange accommodator.

Signatures on following page

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

"BUYER"	"SELLER"
CITY OF BAKERSFIELD	CASTLE & COOKE CALIFORNIA, INC.,
By: KAREN GOH Mayor	By: Con I have Name: Suff R Thave Title: Sup
APPROVED AS TO FORM: VIRGINIA GENNARO City Attorney	By: Java Whitaker Name: LAURA Whitaker Title: Dresident
JOSHUA H. RUDNICK Deputy City Attorney	
APPROVED AS TO CONTENT:	
By: NICK FIDLER Public Works Director	
COUNTERSIGNED:	
RANDY MCKEEGAN Finance Director	
Attachments: Exhibit "A-1, C, D, F-1" – Lega Exhibit "B-1, C-1, D-1, F" – Dro	

EXHIBIT "A-1" WEST BELTWAY RIGHT-OF-WAY LEGAL DESCRIPTION

BEING A PORTION OF PARCEL 2 OF LOT LINE ADJUSTMENT No. 17-0353 PER CERTIFICATE OF COMPLIANCE FILED FOR RECORD FEBRUARY 21, 2018 AS DOCUMENT No. 218019657 OF OFFICIAL RECORDS, IN THE OFFICE OF THE KERN COUNTY RECORDER, ALSO BEING A PORTION OF SECTION 10, TOWNSHIP 30 SOUTH, RANGE 26 EAST, M.D.M., IN THE CITY OF BAKERSFIELD, COUNTY OF KERN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

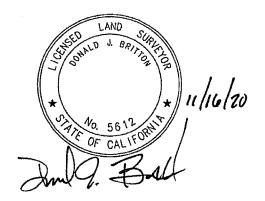
BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL 2 SAID POINT ALSO BEING THE NORTH QUARTER CORNER OF SAID SECTION 10; THENCE SOUTH 01°08'17" WEST ALONG THE WESTERLY LINE OF SAID PARCEL 2 AND THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 10, A DISTANCE OF 1327.84 FEET; THENCE DEPARTING SAID EAST LINE, CONTINUING ALONG SAID WESTERLY PARCEL LINE, NORTH 89°24'42" WEST A DISTANCE OF 77.57 FEET TO THE POINT BEGINNING, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2,895.00 FEET, FROM WHICH POINT THE CENTER OF SAID CURVE BEARS NORTH 69°49'54" EAST; THENCE

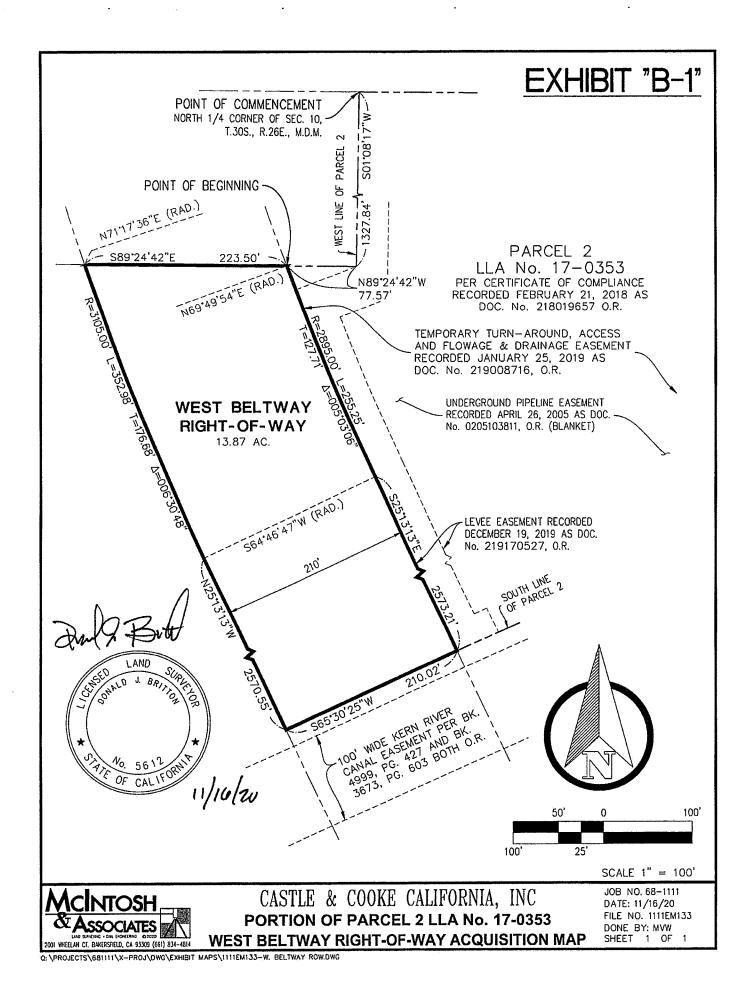
- 1) DEPARTING SAID WESTERLY LINE, SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°03'06", AN ARC DISTANCE OF 255.25 FEET; THENCE
- 2) SOUTH 25°13'13" EAST, A DISTANCE OF 2,573.21 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL 2; THENCE
- 3) SOUTH 65°30'25" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 210.02 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 2; THENCE
- 4) NORTH 25°13'13" WEST ALONG THE WESTERLY LINE OF SAID PARCEL 2, A DISTANCE OF 2,570.55 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 3,105.00 FEET; THENCE
- 5) CONTINUING ALONG SAID WESTERLY LINE, NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°30'48", AN ARC DISTANCE OF 352.98 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF SAID NORTHWEST QUARTER; THENCE
- 6) CONTINUING ALONG SAID WESTERLY LINE SOUTH 89°24'42" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 223.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 13.87 ACRES, MORE OR LESS.



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





WEST BELTWAY RIGHT-OF-WAY

DATE: 11/16/20



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

Done by: MVW Job No: 68-1111

Name: WEST BELTWAY RIGHT-OF-WAY BOUNDARY

End North: 670283.8740' East: 1650602.6872'

Segment #1 : Curve

Length: 255.2482' Radius: 2895.0000' Delta: 005°03'06" Tangent: 127.7069' Chord: 255.1656' Course: S22°41'40"E

Course In: N69°49'54"E Course Out: S64°46'47"W
RP North: 671282.0105' East: 1653320.1766'
End North: 670048.4645' East: 1650701.1343'

Segment #2: Line

Course: S25°13'13"E Length: 2573.2142' North: 667720.5386' East: 1651797.5796'

Segment #3 : Line

Course: S65°30'25"W Length: 210.0169' North: 667633.4691' East: 1651606.4618'

Segment #4: Line

Course: N25°13'13"W Length: 2570.5487' North: 669958.9836' East: 1650511.1523'

Segment #5 : Curve

Length: 352.9797' Radius: 3105.0000'
Delta: 006°30'48" Tangent: 176.6802'
Chord: 352.7896' Course: N21°57'48"W

Course In: N64°46'47"E Course Out: S71°17'36"W RP North: 671282.0226' East: 1653320.1722' End North: 670286.1690' East: 1650379.2043'

Segment #6: Line

Course: S89°24'42"E Length: 223.4960' North: 670283.8741' East: 1650602.6885'

Perimeter: 6185.5038' Area: 603971.48 Sq. Ft. Error Closure: 0.0014 Course: N87°25'52"E Error North: 0.00006 East: 0.00135

Precision 1: 4418022.1429

Name: WEST BELTWAY RIGHT-0F-WAY BOUNDARY-TIE

Name: West beet wat main of wat bookpatten

North: 671610.6575' East: 1650706.6309'

Segment #1: Line

Course: S01°08'17"W Length: 1327.8420' North: 670283.0775' East: 1650680.2580'

WEST BELTWAY RIGHT-OF-WAY

DATE: 11/16/20

Segment #2 : Line

Course: N89°24'42"W Length: 77.5749' North: 670283.8740' East: 1650602.6872'

Segment #3 : Curve

Length: 255.2482' Radius: 2895.0000' Delta: 005°03'06" Tangent: 127.7069' Chord: 255.1656' Course: S22°41'40"E

Course In: N69°49'54"E Course Out: S64°46'47"W RP North: 671282.0105' East: 1653320.1766' East: 1650701.1343'

Segment #4: Line

Course: N00°12'06"E Length: 1562.2029' North: 671610.6577' East: 1650706.6328'

Perimeter: 3222.8680' Area: 26520.60 Sq. Ft. Error Closure: 0.0019 Course: N84°49'47"E

Error North: 0.00017 East: 0.00191

Precision 1: 1696202.8421

Page | 2

EXHIBIT "C" MING AVENUE AT WEST BELTWAY INTERCHANGE RIGHT-OF-WAY ACQUISITION LEGAL DESCRIPTION

BEING A PORTION OF PARCEL 2 OF LOT LINE ADJUSTMENT No. 17-0353 PER CERTIFICATE OF COMPLIANCE FILED FOR RECORD FEBRUARY 21, 2018 AS DOCUMENT No. 218019657 OF OFFICIAL RECORDS, IN THE OFFICE OF THE KERN COUNTY RECORDER, ALSO BEING A PORTION OF SECTION 10, TOWNSHIP 30 SOUTH, RANGE 26 EAST, M.D.M., IN THE CITY OF BAKERSFIELD, COUNTY OF KERN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL 2, SAID POINT ALSO BEING ON THE NORTH LINE OF SAID SECTION 10; THENCE

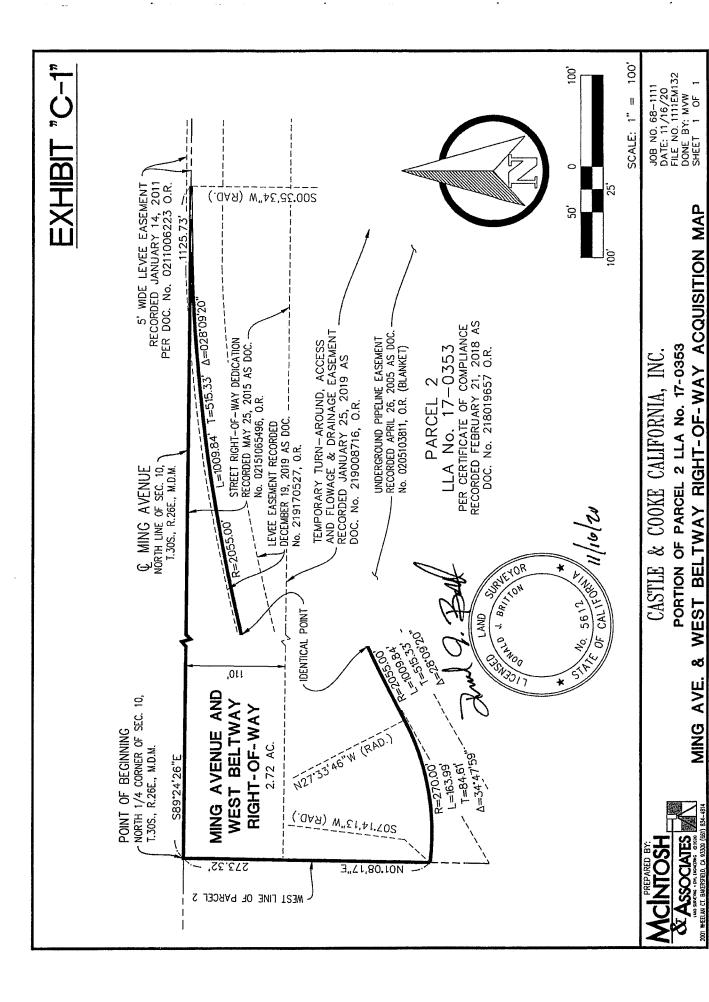
- 1) SOUTH 89°24'26" EAST ALONG THE NORTH LINE OF SAID PARCEL 2 AND SAID NORTH LINE OF SECTION 10, A DISTANCE OF 1125.73 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2,055.00 FEET, FROM WHICH POINT THE CENTER OF SAID CURVE BEARS SOUTH 00°35'34" WEST; THENCE
- 2) DEPARTING SAID NORTH PARCEL LINE AND SAID NORTH SECTION LINE, WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 28°09'20", AN ARC DISTANCE OF 1,009.84 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 270.00 FEET; THENCE
- 3) WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 34°47'59", AN ARC DISTANCE OF 163.99 FEET TO A POINT ON THE WEST LINE OF SAID PARCEL 2; THENCE

4) NORTH 01°08'17" EAST ALONG SAID WEST LINE, A DISTANCE OF 273.32 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.72 ACRES, MORE OR LESS.

MCINTOSH ASSOCIATES A

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



Q: \PROJECTS\681111\X-PROJ\DWG\EXHIBIT MAPS\1111EM132-MING & WBW ROW.DWG

MING AVENUE AT WEST BELTWAY INTERCHANGE RIGHT-OF-WAY ACQUISITION

DATE: 11/16/20



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

Done by: MVW Job No: 68-1111

Name: MING AT WBW ROW BOUNDARY

North: 671610.6575' East: 1650706.6309'

Segment #1: Line

Course: S89°24'26"E Length: 1125.7300' North: 671599.0110' East: 1651832.3007'

Segment #2 : Curve

Length: 1009.8417' Radius: 2055.0000'
Delta: 028°09'20" Tangent: 515.3331'
Chord: 999.7116' Course: S76°30'54"W

Course In: S00°35'34"W Course Out: N27°33'46"W RP North: 669544.1210' East: 1651811.0402' End North: 671365.8875' East: 1650860.1501'

Segment #3 : Curve

Length: 163.9904' Radius: 270.0000' Delta: 034°47'59" Tangent: 84.6125' Chord: 161.4813' Course: \$79°50'14"W

Course In: N27°33'46"W Course Out: S07°14'13"W RP North: 671605.2437' East: 1650735.2157' End North: 671337.3949' East: 1650701.2024'

Segment #4: Line

Course: N01°08'17"E Length: 273.3168' North: 671610.6578' East: 1650706.6309'

Perimeter: 2572.8789' Area: 118588.05 Sq. Ft. Error Closure: 0.0002 Course: N12°04'04"W

Error North: 0.00022 East: -0.00005

Precision 1: 12801198.5000

Page | 1

11/16/20

EXHIBIT "D" WEST BELTWAY INTERCHANGE AT MING AVENUE RIGHT-OF-WAY ACQUISITION – S.E. AREA LEGAL DESCRIPTION

BEING A PORTION OF PARCEL 2 OF LOT LINE ADJUSTMENT No. 17-0353 PER CERTIFICATE OF COMPLIANCE FILED FOR RECORD FEBRUARY 21, 2018 AS DOCUMENT No. 218019657 OF OFFICIAL RECORDS, IN THE OFFICE OF THE KERN COUNTY RECORDER, ALSO BEING A PORTION OF SECTION 10, TOWNSHIP 30 SOUTH, RANGE 26 EAST, M.D.M., IN THE CITY OF BAKERSFIELD, COUNTY OF KERN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL 2 SAID POINT ALSO BEING THE NORTH QUARTER CORNER OF SAID SECTION 10; THENCE SOUTH 01°08'17" WEST ALONG THE WESTERLY LINE OF SAID PARCEL 2 AND THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 10, A DISTANCE OF 1327.84 FEET TO THE POINT OF BEGINNING; THENCE

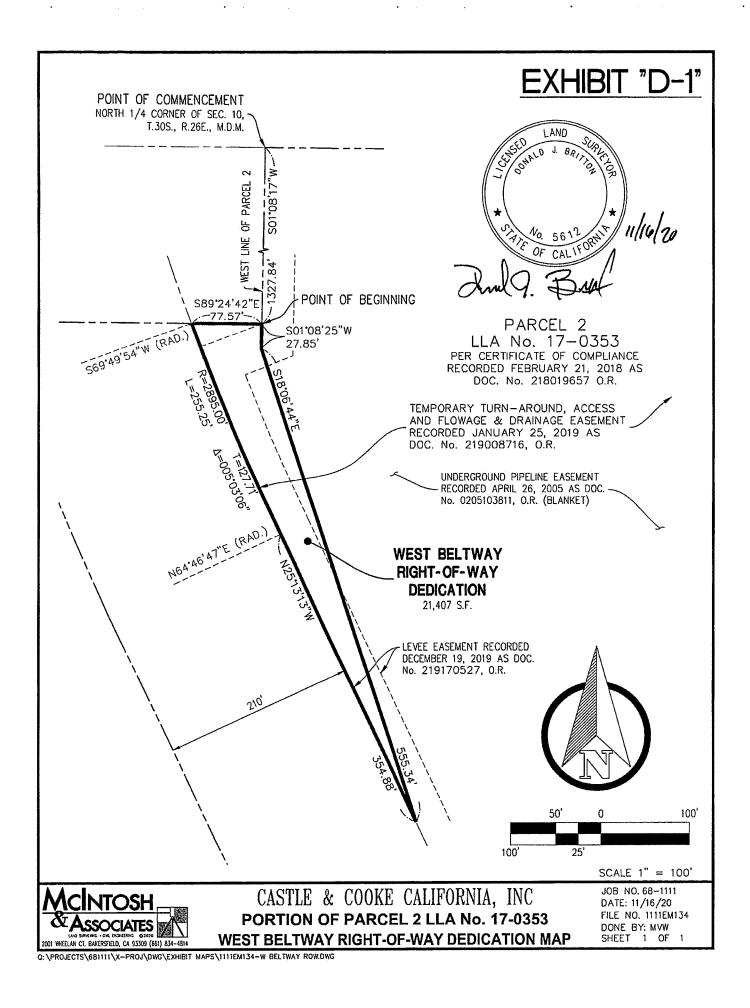
- 1) SOUTH 01°08'25" WEST, A DISTANCE OF 27.85 FEET; THENCE
- 2) SOUTH 18°06'44" EAST, A DISTANCE OF 555.34 FEET; THENCE
- 3) NORTH 25°13'13" WEST, A DISTANCE OF 354.88 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2,895.00 FEET; THENCE
- 4) NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°03'06", AN ARC DISTANCE OF 255.25 FEET TO A POINT ON THE WESTERLY LINE OF SAID PARCEL 2; THENCE

5) SOUTH 89°24'42" EAST ALONG SAID WESTERLY LINE, A DISTANCE OF 77.57 FEET TO THE POINT OF BEGINNING.

CONTAINING 21,407 SQUARE FEET, MORE OR LESS.

MCINTOSH & Associates

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



WEST BELTWAY INTERCHANGE AT MING AVENUE RIGHT-OF-WAY ACQUISITION – S.E. AREA

DATE: 11/16/20



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

Done by: MVW Job No: 68-1111

Name: BELTWAY RIGHT-OF-WAY

North: 670283.0775' East: 1650680.2580'

Segment #1: Line

Course: S01°08'25"W Length: 27.8500' North: 670255.2330' East: 1650679.7038'

Segment #2: Line

Course: S18°06'44"E Length: 555.3356' North: 669727.4146' East: 1650852.3460'

Segment #3: Line

Course: N25°13'13"W Length: 354.8776' North: 670048.4639' East: 1650701.1329'

Segment #4 : Curve

Length: 255.2482' Radius: 2895.0000'
Delta: 005°03'06" Tangent: 127.7069'
Chord: 255.1656' Course: N22°41'40"W

Course In: N64°46'47"E Course Out: S69°49'54"W RP North: 671282.0220' East: 1653320.1708' East: 1650602.6858'

Segment #5 : Line

Course: S89°24'42"E Length: 77.5749'
North: 670283.0769' East: 1650680.2566'

Perimeter: 1270.8864' Area: 21407.07 Sq. Ft.
Error Closure: 0.0015 Course: S68°35'37"W
Error North: -0.00056 East: -0.00142

Precision 1: 847202.4667

Name: BELTWAY RIGHT-OF-WAY-TIE

North: 671610.6575' East: 1650706.6309'

Segment #1 : Line

Course: S01°08'17"W Length: 1327.8420' North: 670283.0775' East: 1650680.2580'

Segment #2: Line

Course: S01°08'25"W Length: 27.8500' North: 670255.2330' East: 1650679.7038'

Segment #3: Line

Course: S18°06'44"E Length: 555.3356' North: 669727.4146' East: 1650852.3460'

WEST BELTWAY INTERCHANGE AT MING AVENUE RIGHT-OF-WAY ACQUISITION – S.E. AREA

DATE: 11/16/20

Segment #4: Line

Course: N04°25'28"W Length: 1888.8719' North: 671610.6575' East: 1650706.6302'

Perimeter: 3799.8995' Area: 124107.55 Sq. Ft.
Error Closure: 0.0008 Course: S87°30'49"W
Error North: -0.00003 East: -0.00078

Precision 1: 4749874.3750

EXHIBIT "F-1" MING AVENUE SP LINE ADOPTION LEGAL DESCRIPTION

BEING A PORTION OF PARCEL 2 OF LOT LINE ADJUSTMENT No. 17-0353 PER CERTIFICATE OF COMPLIANCE FILED FOR RECORD FEBRUARY 21, 2018 AS DOCUMENT No. 218019657 OF OFFICIAL RECORDS, IN THE OFFICE OF THE KERN COUNTY RECORDER, ALSO BEING A PORTION OF SECTION 10, TOWNSHIP 30 SOUTH, RANGE 26 EAST, M.D.M., IN THE CITY OF BAKERSFIELD, COUNTY OF KERN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID PARCEL 2, SAID POINT ALSO BEING ON THE NORTH LINE OF SAID SECTION 10 FROM WHICH POINT THE NORTHWEST CORNER OF SAID PARCEL 2 BEARS NORTH 89°24'26" WEST, A DISTANCE OF 1125.73 FEET; THENCE

- 1) DEPARTING SAID NORTH PARCEL LINE AND SAID NORTH SECTION LINE, SOUTH 00°35'34" WEST, A DISTANCE OF 110.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1,945.00 FEET, FROM WHICH POINT THE CENTER OF SAID CURVE BEARS SOUTH 00°35'34" WEST; THENCE
- 2) WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 30°00'57", AN ARC DISTANCE OF 1,018.94 FEET; THENCE
- 3) SOUTH 49°46'10" WEST, A DISTANCE OF 173.79 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 500.00 FEET; THENCE
- 4) SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°04'49", AN ARC DISTANCE OF 35.61 FEET TO A POINT ON THE WEST LINE OF SAID PARCEL 2; THENCE
- 5) NORTH 01°08'17" EAST ALONG SAID WEST LINE, A DISTANCE OF 235.38 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 270.00 FEET, FROM WHICH POINT THE CENTER OF SAID CURVE BEARS NORTH 07°14'13" EAST; THENCE
- 6) DEPARTING SAID WEST LINE, EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 34°47'59", AN ARC DISTANCE OF 163.99 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 2,055.00 FEET; THENCE

7) EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 28°09'20", AN ARC DISTANCE OF 1,009.84 FEET TO THE POINT OF BEGINNING.

LAND

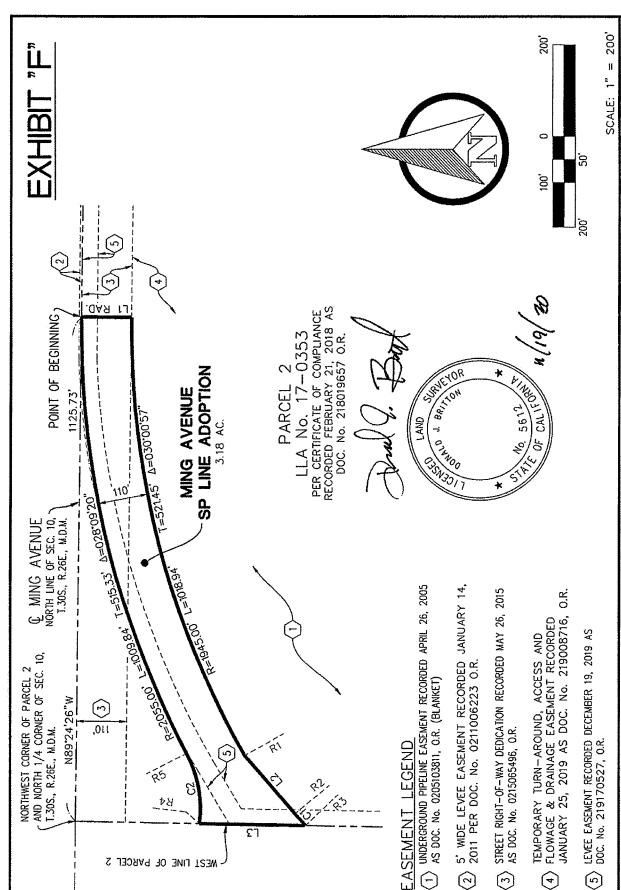
CALIFORN

11/19/20

CONTAINING 3.18 ACRES, MORE OR LESS.



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



MEST LINE OF PARCEL 2

Associates //

MC/NOSH

(c)

(7)

 \bigcirc

(m)

ADOPTION 2 LLA No. 17-0353 CASTLE & COOKE CALIFORNIA, INC. E E E MING AVENUE SP PORTION OF PARCEL

JOB NO. 68-1111 DATE: 11/19/20 FILE NO. 1111EM135 DONE BY: MVW SHEET 1 OF 2

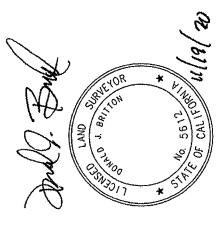
2. PROJECTS\681111\x-PROJ\DWG\EXHIBIT MAPS\1111EM135-MING SP LINE DWG

EXHIBIT "F"

	DELTA	4,04,49"	34*47'59"
3LE	TANGENT	17.81	84.61
CURVE TABLE	LENGTH	35.61'	163.99*
	RADIUS	500.00	270.00
	CURVE	Cl	C2

	DISTANCE	110.00'	173.79′	235.38′
LINE TABLE	BEARING	S 0'35'34" W	S 49*46'10" W	N 1'08'17" E
	LINE	LI	ר2	L3

RADIAL TABLE	BEARING	N 29,25,23" W	S 4013'50" E	N 44'18'39" W	S 71413" W	N 27'33'46" W
R/	RADIAL	R1	R2	R3	R4	RS



ASSOCIATES (Consider the particular of the parti MCINIOSH

MING AVENUE SP LINE ADOPTION PORTION OF PARCEL 2 LLA No. 17-0353 CASTLE & COOKE CALIFORNIA, INC.

JOB NO. 68-1111 DATE: 11/19/20 FILE NO. 1111EM135 DONE BY: MVW SHEET 2 OF 2

MING AVENUE SP LINE ADOPTION

DATE: 11/19/20

L1



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

Done by: MVW Job No: 68-1111

Name: MING AVENUE SP LINE ADOPTION BOUNDARY

North: 671599.0110' East: 1651832.3007'

Segment #1: Line Course: S00°35'34"W Length: 110.0000'

North: 671489.0169' East: 1651831.1627'

Segment #2 : Curve

Length: 1018.9371' Radius: 1945.0000' Delta: 030°00'57" Tangent: 521.4492' Chord: 1007.3253' Course: S75°35'06"W

Course In: S00°35'34"W Course Out: N29°25'23"W R1

RP North: 669544.1210' East: 1651811.0402' End North: 671238.2499' East: 1650855.5500'

Segment #3: Line L2

Course: S49°46'10"W Length: 173.7900' North: 671126.0050' East: 1650722.8697'

Segment #4 : Curve C1

Length: 35.6073' Radius: 500.0000' Delta: 004°04'49" Tangent: 17.8112' Chord: 35.5998' Course: S47°43'45"W

Course In: S40°13'50"E Course Out: N44°18'39"W R2, R3

RP North: 670744.2792' East: 1651045.8021' End North: 671102.0593' East: 1650696.5268'

Segment #5 ; Line L3

Course: N01°08'17"E Length: 235.3841'
North: 671337.3970' East: 1650701.2019'

Segment #6: Curve C2

Length: 163.9904' Radius: 270.0000' Delta: 034°47′59" Tangent: 84.6125' Chord: 161.4813' Course: N79°50′14"E

Course In: N07°14'13"E Course Out: S27°33'46"E R4, R5

RP North: 671605.2461' East: 1650735.2145' End North: 671365.8896' East: 1650860.1496'

Segment #7 : Curve

Length: 1009.8417' Radius: 2055.0000'
Delta: 028°09'20" Tangent: 515.3331'
Chord: 999.7116' Course: N76°30'54"E

Course In: S27°33'46"E Course Out: N00°35'34"E RP North: 669544.1231' East: 1651811.0396'

End North: 671599.0131' East: 1651832.3001'

R5

MING AVENUE SP LINE ADOPTION

DATE: 11/19/20

Perimeter: 2747.5506' Area: 138589.75 Sq. Ft. / 3.18 Acres

Error Closure: 0.0022 Course: N14°43'17"W

Error North: 0.00210 East: -0.00055

Precision 1: 1237860.0455



ADMINISTRATIVE REPORT

MEETING DATE: 1/6/2021 Consent – Agreements m.

TO: Honorable Mayor and City Council

FROM: Nick Fidler, Public Works Director

DATE: 12/14/2020

WARD: Ward(s) 4, 5

SUBJECT: Freeway Maintenance and Electrical Agreements with Caltrans for the

Westside Parkway Route Adoption.

STAFF RECOMMENDATION:

Staff recommends approval of the agreements.

BACKGROUND:

As part of the relinquishment of Rosedale Highway and the route adoption of the Westside Parkway (freeway), the City and Caltrans, on October 21, 2020, signed a MOU for future freeway maintenance and electrical agreements. This MOU was a requirement for the California Transportation Commission (CTC) to officially approve the relinquishment and the route adoption.

During the CTC meeting on December 5th, the relinquishment and the route adoption were officially approved. Now, Caltrans and the City want to execute these agreements to establish the new obligations and responsibilities for each agency after the route adoption. As a result of this action, the City will be responsible to keep and maintain a portion of the Rosedale Highway from Van Buren Place to Jenkins Road (about 1/2 of a mile) and the portion of the Westside Parkway from Truxtun Avenue to Coffee Road that will be transferred to Caltrans when the Centennial Corridor construction is complete and the rest of the corridor is transferred.

ATTACHMENTS:

	Description	Туре
D	Electrical Facilities Agreement 1 of 3	Agreement
D	Electrical Facilities Agreement backup	Backup Material
D	Electrical Facilities Agreement backup	Backup Material
D	Freeway Maintenance Agreement 1 of 3	Agreement
D	Freeway Maintenance Exhibit	Exhibit
D	Freeway Maintenance Agreement backup	Backup Material

AGREEMENT FOR SHARING COST OF STATE HIGHWAY ELECTRICAL FACILITIES WITH CITY OF BAKERSFIELD

THIS AGREEMENT is made effective t	this d	ay of	, 2020, by	and betw	veen
the State of California, acting by and	through the D	epartment of	Transportation	, hereina	after
referred to as "STATE" and the CITY	of Bakersfield	, hereinafter	referred to as	"CITY"	and
collectively referred to as "PARTIES"					

This Agreement shall supersede any previous Agreement and/or Amendments thereto for sharing State-incurred costs with the CITY.

The cost of operating and maintaining flashing-beacons traffic-signals, traffic-signal systems, safety-lighting, and sign-lighting now in place at the intersection of any State Highway Route and any CITY street/road shall be shared as shown in Exhibit "A".

NOW THEREFORE IT IS AGREED:

- 1. Basis for Billing:
 - 1.1. It is agreed that monthly billings for flashing-beacons, traffic-signals, and traffic-signal systems shall be based on actual intersection costs, which are as follows:
 - 1.1.1. Maintenance Labor, including overhead assessment, other expenses including, equipment, materials, and miscellaneous expenses
 - 1.1.2. Electrical energy
 - 1.2. It is agreed that quarterly billings for safety-lighting and sign-lighting shall be based on calculated unit-costs derived by averaging STATE's District-wide costs each quarter. Costs are as follows:
 - 1.2.1. Maintenance Labor, including overhead assessment, other expenses including, equipment, materials, and miscellaneous expenses
 - 1.2.2. Electrical energy
 - 1.3. It is agreed that quarterly billings invoiced to CITY for STATE-owned and maintained electrical facilities identified in Exhibit "A" will be based on actual costs paid by STATE, when derived from utility company billings. STATE will bill CITY quarterly in arrears for any CITY share of electrical facilities expenses shown in Exhibit "A".
- 2. Exhibit "A" will be amended, as necessary by written concurrence of both parties, to reflect changes to the system.

- 3. STATE costs and expenses assumed under the terms of this Agreement are conditioned upon the passage of the annual State of California Budget by the Legislature, the allocation of funding by the California Transportation Commission as appropriate, and the encumbrance of funding to the District Office of STATE to pay the billings by CITY.
- 4. CITY shall be responsible for painting of decorative standards/poles and provide replacements for decorative standards/poles at no cost to the STATE. The exact locations of these decorative poles are shown on Exhibit "A".

5. LEGAL RELATIONS AND RESPONSIBILITIES

- 5.1. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not PARTIES to this Agreement or to affect the legal liability of a PARTY to the Agreement by imposing any standard of care with respect to the operation and maintenance of STATE highways and local facilities different from the standard of care imposed by law.
- 5.2. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, under or in connection with any work, authority or jurisdiction conferred upon STATE arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless CITY and all of their officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement with exception of those actions of STATE necessary to cure a noticed default on the part of the CITY.
- 5.3. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction conferred upon CITY and arising under this Agreement. It is understood and agreed that CITY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.
- 6. TERMINATION This Agreement may be terminated by timely mutual written consent by PARTIES; by either party upon thirty (30) days' notice to the other party.
- 7. TERM OF AGREEMENT This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the PARTIES or until terminated by STATE for cause.

PARTIES are empowered by Streets and Highways Code Section 114 and 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

IN WITNESS WHEREOF, PARTIES hereto have set their hands and seals the day and year first above written.

THE CITY OF BAKERSFIELD	STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION			
By: Karen Goh Mayor	TOKS OMISHAKIN Director of Transportation			
By:				
Nick Fidler Public Works Director	By: JOHN LIU Deputy District Director Maintenance & Operations			
ATTEST:	Wantenance & Operations			
By: Joshua Rudnick Deputy City Attorney	As to Form and Procedure:			
	By:			
By:	Attorney			
Randy McKeegan	Department of Transportation			
Finance Director				

TRAFFIC SIGNAL AND LIGHTING AGREEMENT (5109)

Westside Parkway MOU ONLY

Effective after CTC approved Route Transfer

"City Shall be responsbile for painting of decrorative poles and provide replacment standrds or Pole as needed"

BASIS OF COST DISTRIBUTION

State-Owned and Maintained

		Cost Distri	bution	
<u>I.D #</u>	<u>Location</u>	<u>State</u>	<u>City</u>	* Decorative Pole
1	Heath Road	50%	50%	
2		50%	50%	
3		50%	50%	
4		50%	50%	
5		50%	50%	
6		0%	100%	
7	Heath Road	50%	50%	
8	Stockdale and WSP	50%	50%	
9		67%	33%	
10		50%	50%	
11		67%	33%	
12		50%	50%	
13		67%	33%	
14		67%	33%	
15		67%	33%	
16		67%	33%	
17		67%	33%	
18		0%	100%	
19		0%	100%	The second secon
20		0%	100%	
21		0%	100%	
22		0%	100%	
23		67%	33%	
24		100%	0%	
25		67%	33%	
26		100%	0%	
27		0%	100%	
28		100%	0%	
29	Stockdale and WSP	0%	100%	
OH	Allen Road	0%	100%	
43	/ III Troud	50%	50%	
44		50%	50%	
45		50%	50%	
46		0%	100%	
47		0%	100%	
48		0%	100%	
49		0%	100%	
50		0%		
51			100%	
		50%	50%	
52		50%	50%	
53		50%	50%	

TRAFFIC SIGNAL AND LIGHTING AGREEMENT (5109)

Westside Parkway MOU ONLY

Effective after CTC approved Route Transfer

"City Shall be responsbile for painting of decrorative poles and provide replacment standrds or Pole as needed"

BASIS OF COST DISTRIBUTION

State-Owned and Maintained

		Cost Distri	bution	
<u>I.D #</u>	<u>Location</u>	<u>State</u>	<u>City</u>	* Decorative Pole
54		50%	50%	
55		0%	100%	*
56		0%	100%	*
57		0%	100%	*
58		0%	100%	*
59		0%	100%	*
60		0%	100%	*
61		0%	100%	*
62		0%	100%	*
63		0%	100%	*
64		0%	100%	*
65		0%	100%	*
66		0%	100%	*
239	Added Decorative Pole to Exhibit A	0%	100%	*
240	Added Decorative Pole to Exhibit A	0%	100%	*
67		0%	100%	
68		50%	50%	
69		50%	50%	
70		50%	50%	
71		50%	50%	
72		0%	100%	
73		0%	100%	
74		100%	0%	
75		100%	0%	
76		100%	0%	
77		100%	0%	
78		100%	0%	
79	Allen Road	100%	0%	
93	Calloway Drive	100%	0%	
94		100%	0%	
95		100%	0%	
96		100%	0%	
97		100%	0%	
98		100%	0%	
99		50%	50%	
100		50%	50%	
101		50%	50%	
102		50%	50%	
103		50%	50%	
104		100%	0%	
105		100%	0%	

TRAFFIC SIGNAL AND LIGHTING AGREEMENT (5109)

Westside Parkway MOU ONLY

Effective after CTC approved Route Transfer

"City Shall be responsbile for painting of decrorative poles and provide replacment standrds or Pole as needed"

BASIS OF COST DISTRIBUTION

State-Owned and Maintained

		Cost Distri	bution	
<u>I.D #</u>	<u>Location</u>	<u>State</u>	<u>City</u>	* Decorative Pole
106		100%	0%	
107		100%	0%	
108		100%	0%	
109		100%	0%	
110		0%	100%	*
111		0%	100%	*
112		0%	100%	*
113		0%	100%	*
114		0%	100%	*
115		0%	100%	*
116		0%	100%	*
117		0%	100%	*
118		0%	100%	*
119		0%	100%	*
120		0%	100%	*
121		0%	100%	*
122		0%	100%	*
123		0%	100%	*
124		0%	100%	*
125		0%	100%	*
126		0%	100%	*
127	-	0%	100%	*
128		100%	0%	
129		100%	0%	
130		100%	0%	
131		100%	0%	
132		50%	50%	
133		50%	50%	
134		50%	50%	THE RESIDENCE OF THE PROPERTY OF THE PARTY O
135		50%	50%	
136		0%	100%	
137		0%	100%	
138		100%	0%	
139		100%	0%	
140		100%	0%	
141		100%	0%	
142		100%	0%	
143		100%	0%	
144		100%	0%	
145		100%	0%	
146		100%	0%	

TRAFFIC SIGNAL AND LIGHTING AGREEMENT (5109)

Westside Parkway MOU ONLY

Effective after CTC approved Route Transfer

"City Shall be responsbile for painting of decrorative poles and provide replacment standrds or Pole as needed"

BASIS OF COST DISTRIBUTION

State-Owned and Maintained

	-	Cost Distri	bution	
<u>I.D #</u>	<u>Location</u>	<u>State</u>	<u>City</u>	* Decorative Pole
147		100%	0%	
148		100%	0%	
149	Calloway Drive	100%	0%	
150	Coffee Road	100%	0%	
151		100%	0%	
152		100%	0%	
153		100%	0%	
154		100%	0%	
155		100%	0%	
156		0%	100%	
157		50%	50%	
158		50%	50%	
159		50%	50%	
160		50%	50%	
161		50%	50%	
162		100%	0%	
163		100%	0%	
164		100%	0%	
165		0%	100%	
166		0%	100%	
167		100%	0%	
168		100%	0%	
169		100%	0%	
170		0%	100%	
171		0%	100%	
172		100%	0%	
173		0%	100%	
174		0%	100%	
175		100%	0%	
176		100%	0%	
177		100%	0%	
178		100%	0%	
179		100%	0%	
180		50%	50%	
181		50%	50%	
182		50%	50%	
183		50%		
184			50%	
		100%	0%	
185	Coffit Light Added	100%	0%	
241	Soffit Light Added	100%	0%	
242	Soffit Light Added	100%	0%	

TRAFFIC SIGNAL AND LIGHTING AGREEMENT (5109)

Westside Parkway MOU ONLY

Effective after CTC approved Route Transfer

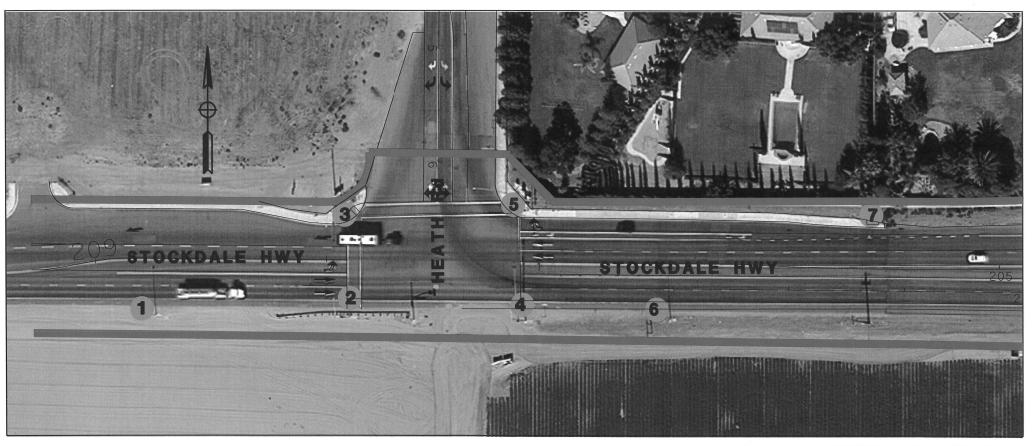
"City Shall be responsbile for painting of decrorative poles and provide replacment standrds or Pole as needed"

BASIS OF COST DISTRIBUTION

State-Owned and Maintained

		Cost Distribu	Cost Distribution		
<u>I.D #</u>	<u>Location</u>	<u>State</u>	City	* Decorative Pole	
243	Soffit Light Added	100%	0%		
244	Soffit Light Added	100%	0%		
245	Soffit Light Added	100%	0%		
246	Soffit Light Added	100%	0%		
247	Soffit Light Added	100%	0%		
248	Soffit Light Added	100%	0%		
249	Soffit Light Added	100%	0%		
250	Soffit Light Added	100%	0%		
251	Soffit Light Added	100%	0%		
252	Soffit Light Added	100%	0%		
	Coffee Road				
	See EMA Section 4			*	
		SIGNALS "P"	% Co	 ost Distribution	
1	Heath Road		67%	33%	
2	WSP & Stockdale Hwy		67%	33%	
3	Allen Rd (South)		50%	50%	
4	Allen Rod (North)		50%	50%	
5	Calloway Dr. (South)		50%	50%	
6	Calloway Dr. (North)		50%	50%	
7	Coffee Rd. & WSP (South)		50%	50%	
8	Coffee Rd. & WSP (North)		50%	50%	

HEATH ROAD



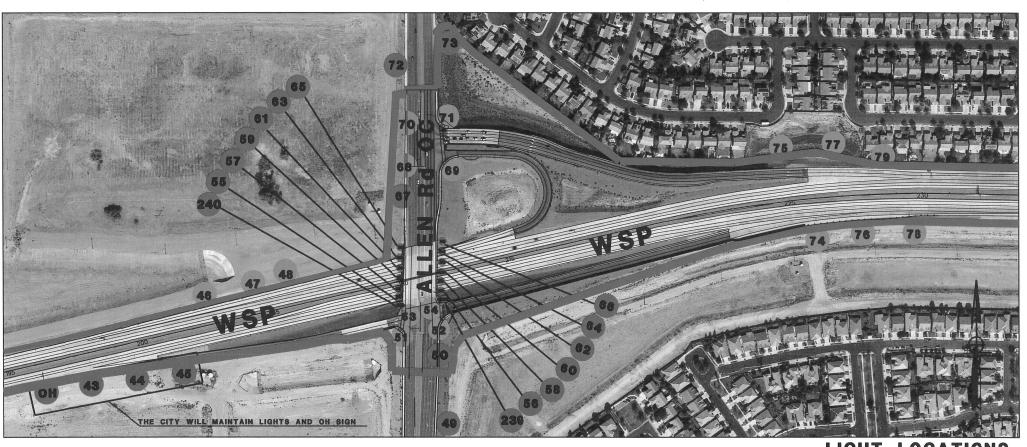
LIGHT LOCATIONS SHEET 1

STOCKDALE Hwy AND WESTSIDE PARKWAY Jct



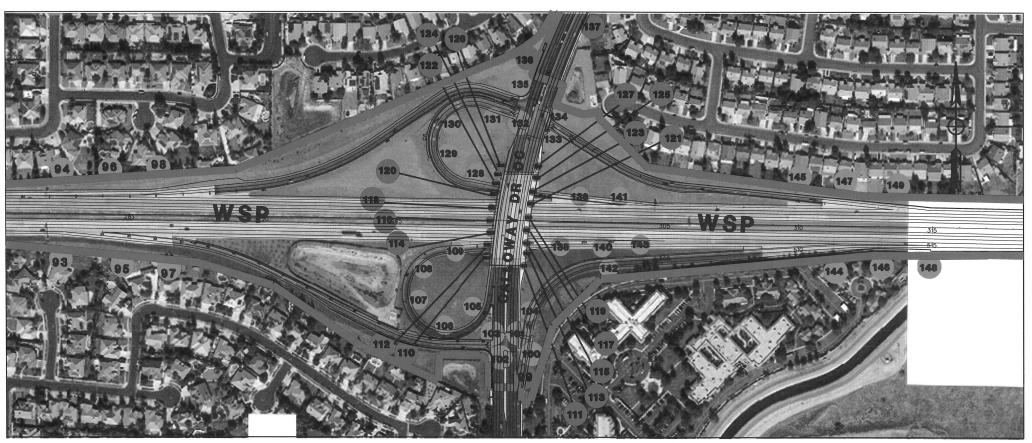
LIGHT LOCATIONS SHEET 2

ALLEN Rd OC



LIGHT LOCATIONS SHEET 3

CALLOWAY Dr OC



LIGHT LOCATIONS SHEET 4

COFFEE Rd UC



LIGHT LOCATIONS SHEET 5

FREEWAYMAINTENANCE AGREEMENT WITH CITY OF BAKERSFIELD

THIS AGREEMENT is made effective this day of, 2020, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE" and the CITY of Bakersfield; hereinafter referred to as "CITY" and collectively referred to as "PARTIES".			
	SECTION I		
RE	CCITALS		
1.	WHEREAS, on a Freeway Agreement was executed between CITY and STATE, wherein the PARTIES consented to certain adjustments of the local street and road system required for the development of that portion of STATE Highway Route (SR) 58 within the jurisdictional limits of the CITY of Bakersfield as a freeway; and		
2.	WHEREAS, recent adjustments to said freeway have now been completed, or are nearing completion, and the PARTIES hereto mutually desire to identify the maintenance responsibilities for improvements to separation structures and landscaped areas lying within those modified freeway limits; and		
3.	WHERAS, The degree or extent of maintenance work to be performed, and the standards therefore, shall be in accordance with the provisions of Section 27 of the Streets and Highways Code and the then current edition of the State Maintenance Manual.		
4.	WHEREAS, pursuant to Section of the above, 200 Freeway Agreement, CITY has resumed or will resume control and maintenance over each of the affected relocated or reconstructed CITY streets, except for those portions adopted as a part of the freeway proper.		
NOW THEREFORE IT IS AGREED:			
ΑC	SECTION II GREEMENT		
1.	CITY agrees to continue their control and maintenance of each of the affected relocated or reconstructed CITY streets and roads as shown on that plan map attached hereto, marked Exhibit A, and made a part hereof by this reference.		

2. STATE agrees to continue control and maintenance of those portions adopted as a part of

SR 58 Freeway proper as shown Exhibit A.

- 3. The PARTIES agree to share the maintenance responsibilities on individual infrastructure items as provided in Exhibit B attached and made a part of this Agreement by reference, as long as it is not in conflict with the terms of this Agreement. In case of a conflict, the terms of this Agreement shall prevail.
- 4. If there is mutual agreement on the change in the maintenance duties between PARTIES, the PARTIES can revise Exhibit B by a mutual written execution of Exhibit A and B.
- 5. When another planned future improvement has been constructed and/or a minor revision has been affected within the limits of the freeway herein described which will affect the PARTIES' division of maintenance responsibility as described herein, STATE will provide a new dated and revised Exhibit A (With CITY consent) which will thereafter supersede the attached original Exhibit A and become part of this Agreement.
- 6. CITY and STATE agree to accept their then respective operational and maintenance responsibilities and related associated costs thereof in the event jurisdictional boundaries of the PARTIES should change and Exhibit A is amended to reflect those changes.
- 7. CITY must obtain the necessary Encroachment Permits from STATE's District 6 Encroachment Permit Office prior to entering STATE right of way to perform CITY maintenance responsibilities. This permit will be issued at no cost to CITY.

8. VEHICULAR AND PEDESTRIAN OVERCROSSINGS

- 8.1. STATE will maintain, at STATE expense, the entire structure of any vehicular and pedestrian overcrossings of SR 58 below the deck wearing surface and any wearing surface treatment thereon.
- 8.2. CITY will maintain, at CITY expense, the deck wearing surface and drainage system (and shall perform such work as may be necessary to ensure an impervious and/or otherwise suitable surface) and all portions of the structure above the bridge deck, including, but without limitation, lighting installations, as well as all traffic service facilities (sidewalks, signs, pavement markings, bridge rails, etc.) that may be required for the benefit or control of traffic using that overcrossing.
- 8.3. As directed by section 92.6 of the Streets and Highways Code, at locations determined by STATE, screening shall be placed on STATE freeway overpasses on which pedestrians are allowed. All screens installed under this program will be maintained by STATE, at STATE expense.

9. VEHICULAR AND PEDESTRIAN UNDERCROSSINGS

9.1. STATE will maintain the entire structure of all vehicular and pedestrian undercrossings of STATE freeways except as hereinafter provided.

- 9.2. CITY will maintain the roadway sections, including the traveled way, shoulders, curbs, sidewalks, wall surfaces (including eliminating graffiti), drainage installations, lighting installations and traffic service facilities that may be required for the benefit or control of traffic using that undercrossing.
- 9.3. CITY will request STATE's District Encroachment Permit Engineer to issue the necessary Encroachment Permit for any proposed change in minimum vertical clearances between CITY roadway surface and the structure that results from modifications to the roadway (except when said modifications are made by STATE). If the planned modifications will result in a reduction in the minimum clearance within the traveled way, an estimate of the clearance reduction must be provided to STATE's Transportation Permit Engineer prior to starting work. Upon completion of that work, a vertical clearance diagram will be furnished to STATE's Transportation Permit Engineer that shows revised minimum clearances for all affected movements of traffic, both at the edges of the traveled way and at points of minimum clearance within the traveled way.
- 10. WALLS AND COLUMNS CITY is responsible for debris removal, cleaning, and painting to keep CITY's side of any wall structure or column free of debris, dirt, and graffiti.
- 11. LANDSCAPED AREAS CITY is responsible for the maintenance of any plantings or other types of roadside development lying outside of the fenced right of way area reserved for exclusive freeway.
- 12. INTERCHANGE OPERATON It is STATE's responsibility to provide efficient operation of freeway interchanges, including ramp connections to local streets and roads.
- 13. BICYCLE PATHS Except for bicycle paths constructed as permitted encroachments within STATE's right of way for which the permittee is solely responsible for all path improvements, STATE will maintain, at STATE expense, all fences, guard railing, drainage facilities, slope and structural adequacy of any bicycle path located and constructed within STATE's right of way. CITY will maintain, at CITY expense, a safe facility for bicycle travel along the entire length of the path by providing sweeping and debris removal when necessary; and all signing and striping and pavement markings required for the direction and operation of that non-motorized facility.

14. LEGAL RELATIONS AND RESPONSIBILITIES

- 14.1. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not PARTIES to this Agreement or to affect the legal liability of a PARTY to the Agreement by imposing any standard of care with respect to the operation and maintenance of STATE highways and local facilities different from the standard of care imposed by law.
- 14.2. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, under or in connection with any work, authority or jurisdiction conferred upon STATE arising

under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless CITY and all of their officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.

14.3. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction conferred upon CITY and arising under this Agreement. It is understood and agreed that CITY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.

15. PREVAILING WAGES:

- 15.1. <u>Labor Code Compliance</u>- If the work performed on this Project is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public work" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771, CITY must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. CITY agrees to include prevailing wage requirements in its contracts for public work. Work performed by CITY own forces is exempt from the Labor Code's Prevailing Wage requirements.
- 15.2. <u>Requirements in Subcontracts</u> CITY shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement when the work to be performed by the subcontractor is a "public work" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in CITY's contracts.

16. INSURANCE -

- 16.1. SELF-INSURED CITY is self-insured. CITY agrees to deliver evidence of self-insured coverage providing general liability insurance, coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement in a form satisfactory to STATE, along with a signed copy of the Agreement.
- 16.2. SELF-INSURED using Contractor If the work performed under this Agreement is done by CITY's contractor(s), CITY shall require its contractor(s) to maintain in force, during

the term of this agreement, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE and shall be delivered to the STATE with a signed copy of this Agreement.

- 17. TERMINATION This Agreement may be terminated by timely mutual written consent by PARTIES, and CITY's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.
- 18. TERM OF AGREEMENT This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the PARTIES or until terminated by STATE for cause.

PARTIES are empowered by Streets and Highways Code Section 114 and 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

IN WITNESS WHEREOF, PARTIES hereto have set their hands and seals the day and year first above written.

THE CITY OF BAKERSFIELD	STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION
By: Karen Goh Mayor	TOKS OMISHAKIN Director of Transportation
By: Nick Fidler Public Works Director ATTEST:	By: JOHN LIU Deputy District Director Maintenance & Operations
By: Joshua Rudnick Deputy City Attorney	As to Form and Procedure:
By: Randy McKeegan Finance Director	By: Attorney Department of Transportation

EXHIBIT "A"

(Plan map identifying the applicable STATE Routes (Freeway proper) and CITY/COUNTY road(s) and facilities)

LOCATION 1A, 1B STOCKDALE HWY TO RENFRO Rd

LOCATION 3A, 3B RENFRO Rd TO ALLEN Rd

LOCATION 2

LOCATION 5A, 5B
EAST OF ALLEN Rd

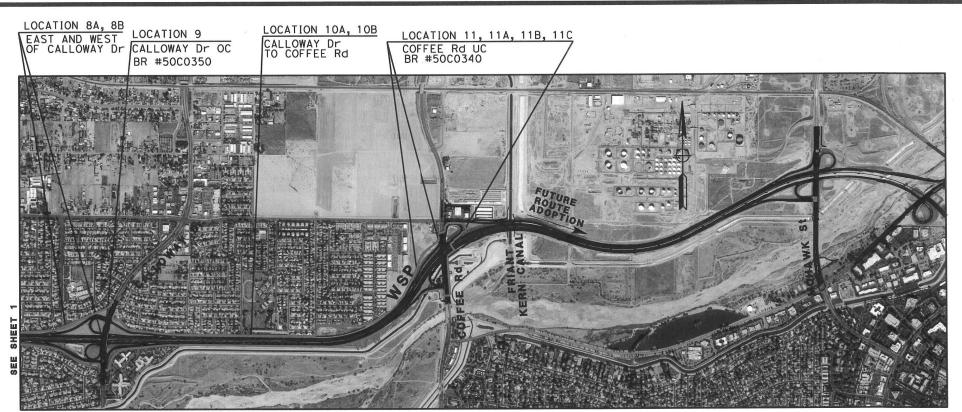
LOCATION 4 ALLEN RD OC BR #50C0372

LOCATION 7 JEWETTA AVE OC BR #50C0351

LOCATION 6A, 6B EAST AND WEST OF JEWETTA AVE

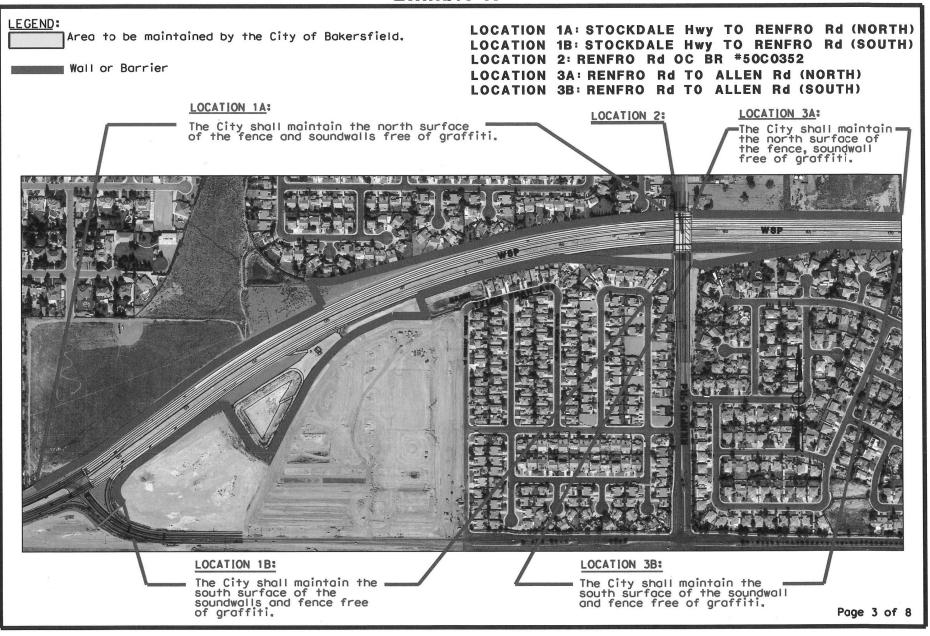


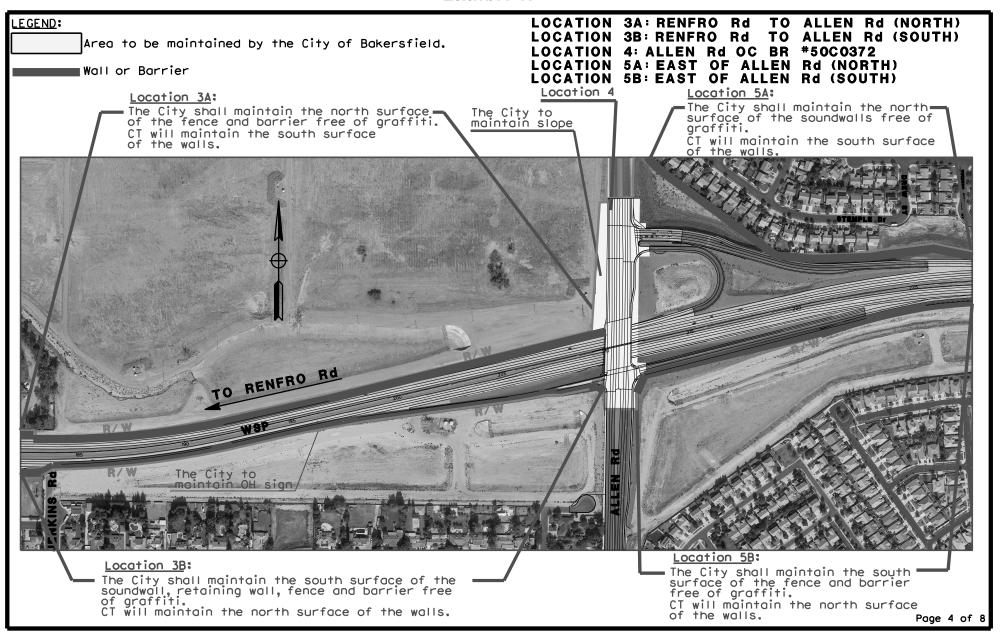
Ker 58 Freeway Maintenance Agreement Exhibit A

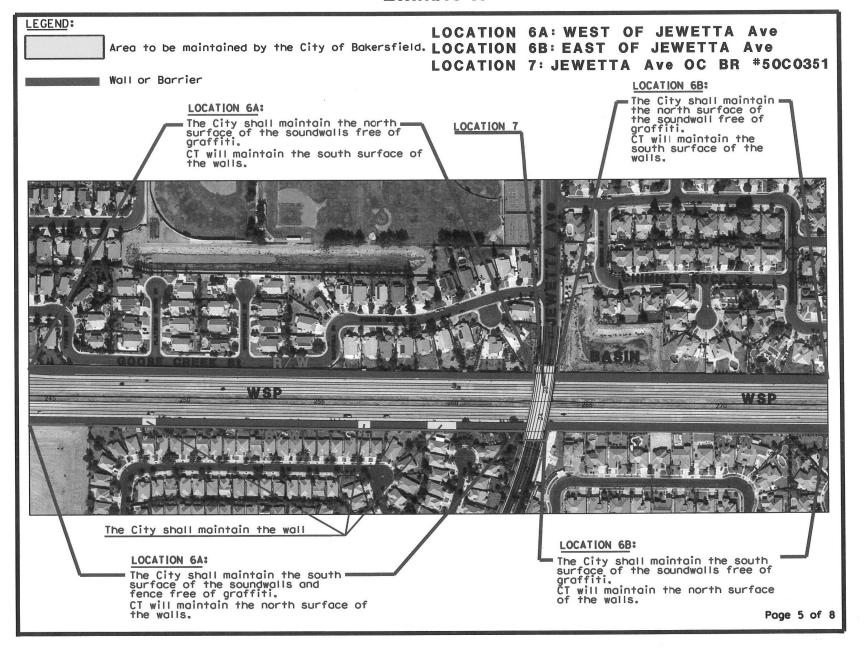


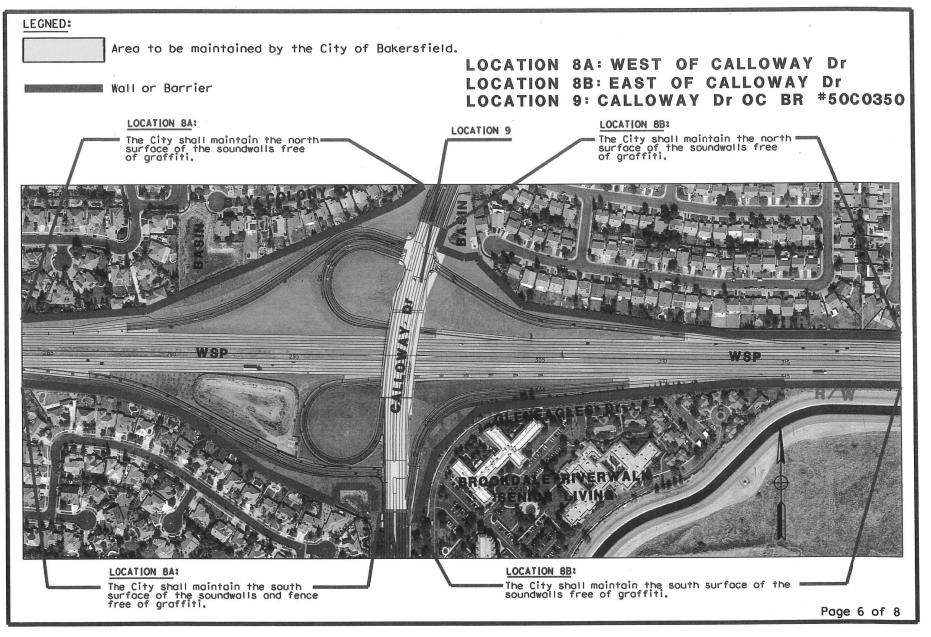
Ker 58
Freeway Maintenance Agreement
Exhibit A

Page 2 of 8









Wall or Barrier

LOCATION 10A: CALLOWAY Dr TO COFFEE Rd (NORTH)

LOCATION 10B: CALLOWAY Dr TO COFFEE Rd (SOUTH) LOCATION 10A: The City shall maintain the north surface of the soundwalls and fence free of graffiti. WSP LOCATION 10B:

The City shall maintain the south surface of the fence free of graffiti.

Page 7 of 8

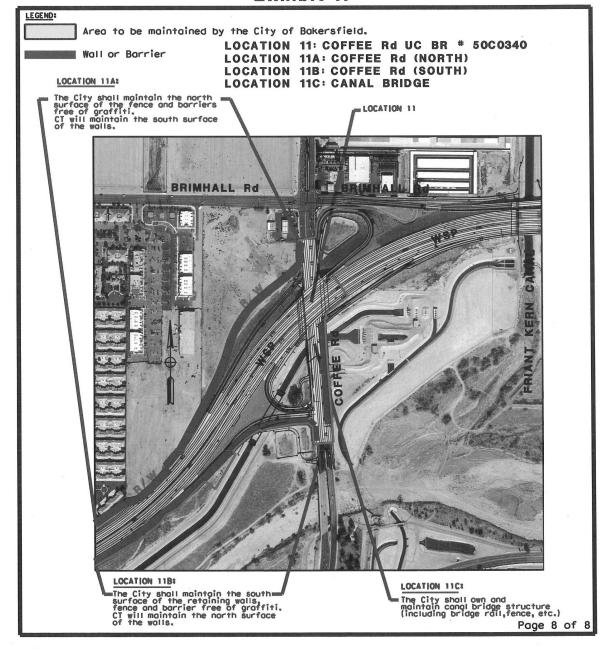


EXHIBIT "B"

PM	Location	Description
•		Bridge structure, Bridge rail, fence,
		sidewalks, pavement, striping and marking
	Coffee Road/Canal Bridge	(City responsibility)
		Decorative fence/screen (City
	SR 58/Calloway Dr.	Responsibility)
		Decorative fence/screen (City
	SR 58/Jewetta Avenue	Responsibility)
		Decorative fence/screen (City
	SR 58/Allen Road	Responsibility)
		Decorative fence/screen (City
	SR 58/Renfro Road	Responsibility)



ADMINISTRATIVE REPORT

MEETING DATE: 1/6/2021 Consent – Agreements n.

TO: Honorable Mayor and City Council

FROM: Nick Fidler, Public Works Director

DATE: 12/18/2020

WARD:

SUBJECT: Clean City Initiative - Agreement with Bakersfield Homeless Center

(\$687,000) for litter and bulky item abatement services.

STAFF RECOMMENDATION:

Staff recommends approval of the agreement.

BACKGROUND:

Over the past several years, there has been increased community interest in enhancing the 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 have 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.

After review of the proposals, on December 16, 2020, the City Council awarded an agreement to the highest ranked company, California Highway Adoption (CHA), for clean-up services under the Clean City Initiative. Bakersfield Homeless Center (BHC) scored the second highest among the evaluations largely due to their 11 years of experience in the field of litter and bulky waste abatement. BHC has worked under similar contracts with the City and Kern County, and has the equipment necessary to respond to "hot-spot" priority locations, which includes bulky item cleanups. Under the terms of the proposed agreement, BHC will provide four 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, BHC has indicated they will respond to priority calls outside of normal business hours.

Staff recommends awarding an agreement to BHC not to exceed \$687,000 for a one-year term, with the option for three extension terms upon satisfactory service delivery.

With the execution of this agreement, and the prior agreement with CHA, the City will have a total of 6 teams available for litter abatement services.

Funding for these services is included within the Fiscal Year 2020-21 budget within the PSVS fund.

ATTACHMENTS:

	Description	Type
D	BHC Agreement	Agreement
D	Exhibit A - Statement of Qualifications	Exhibit
D	Exhibit C - Request for Qualifications & Proposals	Exhibit
D	Exhibit B - Fee Schedule	Exhibit

AGREEMENT	NO.		

INDEPENDENT CONTRACTOR'S AGREEMENT

This INDEPENDENT CONTRACTOR'S AGREEMENT ("Agreement") is made and entered into on, by and between the CITY O BAKERSFIELD, a municipal corporation, ("CITY") and the BAKERSFIELD HOMELES CENTER ("CONTRACTOR").
RECITALS
WHEREAS, CONTRACTOR represents that CONTRACTOR is experienced, we qualified and a specialist in the field of litter and bulky waste abatement through their 11 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 service 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 Service (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 2027 budget adopted by the City Council on June 24, 2020.
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: 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 SIX HUNDRED EIGHTY-SEVEN THOUSAND DOLLARS (\$687,000) (EXHIBIT B).
- 2.1 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.
- 5. <u>TERMINATION</u>. 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. INDEPENDENT CONTRACTOR. This Agreement calls for CONTRACTOR's performance of the Scope of Work as an independent contractor. CONTRACTOR is not an agent or employee of the CITY for any purpose and is not entitled to any of the benefits provided by CITY to its employees. This Agreement shall not be construed as forming a partnership or any other association with CONTRACTOR other than that of an independent contractor.
- **8. <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.
- 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.
- 11. 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.
- 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 gualified to perform public work pursuant to Section 1725.5. It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. The prime contractor is required to post job site notices in compliance with Title 8 California Code of Regulations Section 16451. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- 16. 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. <u>INSURANCE</u>.

- 17.1 <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, 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 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.

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.
- 17.2.4 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.
- 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. <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. <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.

- **22. BINDING EFFECT.** The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the Agreement and their heirs, administrators, executors, personal representatives, successors and assigns.
- 23. <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.
- **27. FURTHER ASSURANCES.** Each party shall execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.
- **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 by the City Council and signed by all the parties.
- 31. 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:

BAKERSFIELD HOMELESS CENTER ATTENTION: LOUIS B. GILL JR. 1600 East Truxtun Avenue Bakersfield, CA 93305 (661) 322-9199

- **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. TAX NUMBERS.

CONTRACTOR's Federal Tax ID N	umber	<u>95-2</u>	<u> 2858936 </u>	
CONTRACTOR is a corporation?	Yes	Χ	_ No	
,	(Ple	ease 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" BAKERSFIELD HOMELESS CENTER
By: KAREN GOH Mayor	By:
APPROVED AS TO FORM: VIRGINIA GENNARO City Attorney	
By:	(
Insurance: APPROVED AS TO CONTEN PUBLIC WORKS DEPARTMEN	NT:
By:	or
COUNTERSIGNED:	
By:	
Attachment: Exhibit A: Proposal/So Exhibit B: Cost Propose Exhibit C: Request fo	sal

EXHIBIT A



BAKERSFIELD HOMELESS CENTER

1600 East Truxtun Avenue Bakersfield, CA 93305 Admin: (661) 322-9199 Fax: (661) 322-9203 www.bakhc.org

Board of Directors

Jeff Warren Chairperson

Michelle Oxford Vice Chairperson

Pritesh Patel Secretary

Greg Braun Treasurer

Melissa Allen

George Borba

Lorna H. Brumfield

Kyle Carter

Sonya Christian

Erin Henderson

Bruce Keith

Darlene Mohlke

Nick Ortiz

Colins Rimer

Todd Snider

Gloria Williams

Louis Gill Chief Executive Officer December 1, 2020

Chris Huot, Assistant City Manager City of Bakersfield Purchasing Division City Hall North, Second Floor 1600 Truxtun Avenue Bakersfield, CA 93301

Dear Mr. Huot:

On behalf of the Bakersfield Homeless Center (BHC), thank you for the opportunity to apply for funding to provide litter abatement services for the City of Bakersfield under the Clean City Initiative Litter Abatement Services Program. We respectfully request your support in the amount of \$1,000,000 to continue and expand litter abatement services that will enhance quality of life and public amenities in the City.

As a qualified vendor, BHC's Jobs Development Program has been providing litter abatement services under City, County and private contracts since 2009. Thanks to the City, BHC obtained its very first jobs contract at the Mount Vernon Green Waste Facility. BHC also provides services for the City under Highway Clean-Up, City Water District, City of Bakersfield Animal Care Center, Bulky Waste Removal and the Downtown Street Ambassadors Program. Under all contracts, BHC currently has 14 job crews consisting of 82 employees.

Since 2009, BHC has employed almost 350 people. Due to these opportunities, 516 people have gained housing, including 295 children. One-hundred nineteen employees have gone on to gain full-time employment. In 2019-20, the program had 87 employees with over 60,000 hours of work. These life-changing accomplishments would not be possible without the contracts provided by the City.

Please contact me if you have questions or need additional information regarding our application. You can reach me at 661-322-9199 or lgill@bakhc.org. We are grateful to the City for their consideration of this request and the ongoing support that they have provided us.

Sincerely,

Louis Gill

Chief Executive Officer



BAKERSFIELD

THE SOUND OF Something Better

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

Clean City Initiative Litter Abatement Proposal - Bakersfield Homeless Center

I. Introduction

Bethany Services is a 48-year old nonprofit agency that owns and operates the Bakersfield Homeless Center (BHC). The agency incorporated in 1985 and transitioned from a soup kitchen to a full-service homeless center in 1991. Its 182-bed emergency shelter is located at 1600 East Truxtun Avenue, in Bakersfield's poverty-stricken east side. BHC provides emergency shelter and supportive services to homeless individuals in metro Bakersfield and surrounding areas of Kern County.

BHC aims to improve economic security, health and overall stability of people who are homeless or at risk of homelessness. This aim was established in the Bakersfield-Kern Regional Homeless Collaborative, of which BHC is a founding member. It is well-aligned with BHC's mission "to provide support and resources to families and individuals in crisis while helping them achieve their highest levels of self-sufficiency." When formerly homeless individuals and families achieve self-sufficiency, they contribute to their own well-being and the economic and social well-being of their communities, which are almost always low- to moderate-income communities that benefit from investment.

Housing instability or lack of housing is a formidable barrier to economic security, health and overall stability. BHC improves housing stability by moving at least 80% of its homeless clients into permanent supportive housing that is affordable over the long term. To help guarantee future stability and prevent a return to homelessness, BHC also helps clients to increase their income through benefits and employment. BHC's Jobs Development Program is a fundamental supportive service that provides housing vulnerable, homeless or formerly homeless individuals with opportunities for employment that allow them to sustain their housing and avert a return to homelessness.

BHC is the only homeless shelter in Kern County that can employ its own clients and those of the surrounding community, making its Jobs Development Program one of its most significant achievements of impact to date. The program was established to help "hard to hire" clients who are housing vulnerable, homeless or formerly homeless find employment. These clients often have difficulty obtaining work through traditional channels. Employers may be reluctant to hire housing vulnerable individuals, especially those with criminal records and little to no job-related skills. In 2009, BHC began bidding on labor contracts to help these people find work. The first City of Bakersfield contract awarded to the agency employed five clients to sort green waste at the Mount Vernon Green Waste Sorting Facility. Since then, the program has expanded, and BHC now has 15 City, County and private contracts that employ 82 people on 15 work crews.

Since its inception in 2009, the Jobs Development Program has employed almost 350 people. Due to these job opportunities, 516 people have gained housing, including 295

children. One-hundred twenty employees have gone on to gain full time employment. In fiscal year 2019-2020, the program had 87 employees with over 60,000 combined hours of work over the course of the year.

Through City contracts awarded to its Jobs Development Program, BHC has demonstrated its commitment to keeping Bakersfield clean. The program is well positioned to expand litter abatement services citywide under the Clean City Initiative Program. BHC's work crews are well qualified and prepared to meet this need. By entrusting this work to BHC, the City Council will meet its goal of enhancing quality of life and public amenities to attract and retain City residents and businesses, while also contributing to economic and workforce development by creating jobs for some of its most vulnerable citizens.

II. Statement of Qualifications/Experience and Services

BHC has provided litter abatement services under City, County and private contracts since 2009 when its Jobs Development Program began. The first jobs contract that employed five people at Mount Vernon Green Waste Facility was provided by the City of Bakersfield. Since then, the program has expanded under the direction of Louis Gill, BHC's Chief Executive Officer, Barbara Paulson, its Executive Director, and Andrew Miles, the Labor Development Manager. In 2018 when Andrew was hired, BHC had six contracts, 42 housing vulnerable, homeless or formerly homeless employees and nine work crews. In 2020, the number of contracts has more than doubled to 15 contracts that employ 82 homeless or formerly homeless people on 15 work crews.

In keeping with the requirements of this proposal, BHC and all assigned staff are properly licensed to operate in California. The work on this engagement will take place out of the Jobs Development Office at 1600 East Truxtun, where BHC's emergency shelter is located. Each workday, BHC's crews leave this site to attend to and maintain the City streets. Given a recent expansion made possible with the City's support, the Jobs Development Program will be relocating to 1420 Union Avenue. Once this move is complete, all operations will occur out of this new location.

If it is awarded a contract under the Clean City Initiative Program, BHC will be able to further expand its Jobs Development Program. The program is ripe for a citywide expansion and poised to continue its contribution to improving the appearance of Bakersfield. This long-awaited expansion will allow BHC to provide additional job opportunities for housing vulnerable individuals, some of whom are homeless or formerly homeless clients. These opportunities are much needed and often hard for these individuals to find. Given an increase in temporary and permanent layoffs associated with COVID-19, they are especially salient.

For the purposes of this engagement, BHC will hire 19 additional full-time employees. All work crews will be composed of a crew lead, a driver and a crew member. The Project Supervisor will act as a dispatcher that communicates daily with the crew leads to relay work assignments fielded through the Bakersfield Mobile Application as cited in this Request for Proposals. The Supervisor will monitor the application and dispatch the crew responsible for the particular sector from which the request originates.

Litter Abatement Expertise and Methods

Litter Abatement Expertise

BHC has been providing, managing and dispatching specialized labor crews since its inception in 2009. The first highway litter removal contract in 2013 in partnership with Cal-Trans, the operating agency for California's state highway system, involved three crews of six people who were responsible for gathering, bagging and piling litter and loose debris found alongside the roadways and other designated areas. The crews were responsible for the mainline, the on and off ramps and the backsides of the 99, 178 and 58 freeways and State Route 204. The work was overseen by District Six Maintenance and Safety Division as required by Cal-Trans. The crews have continuously exceeded all expectations associated with this contract, and the contract has been renewed seven times. While contract renewals previously occurred yearly, the most recent contract spans a three-year period. In January of 2020, three Cal-Trans crews collected 2,737 bags of trash in just 30 days.

In 2014, BHC obtained a litter abatement contract with the California Resource Corporation (CRC), allowing it to diversify its contract base to include private contracts. Since then, the CRC crew has kept the roadways under the CRC's Elk Hills Lease free of litter and debris and cleared illegal dumping on the property. The service area has expanded to include their Kern Front and Buena Vista leases as well. Employees who work on the CRC crew can obtain the Oilfield Passport Training, providing them with the knowledge and experience necessary for other oil and gas careers. Because of the CRC contract, BHC became an official certified Adopt-A-Highway company, which allows other companies that would like to sponsor highway clean up to choose BHC as a service provider. This contract was recently extended to a term of five years, once again demonstrating the success of the Jobs Development Program's endeavors.

In 2016, BHC obtained its most notable contract, a contract that initially began as a sixmonth agreement with the Lake Family Foundation to revitalize downtown Bakersfield. This contract was unique because, in addition to litter abatement services, it also provided the opportunity for crews to provide street outreach to homeless individuals who live on the streets downtown. With an intimate understanding of homelessness based on their own experiences as well as the nature of the services provided by BHC, which many of them had themselves taken advantage of, these crews could relate to other homeless individuals in a way that others could not. The contract has since evolved and expanded from one two-person crew to six two-person crews; crews are now known as Downtown Street Ambassadors (DSA), and the program has its own supervisor. The service area has also extended to include Old Town Kern, and, in addition to litter abatement services, crews have added pressure washing to their job duties, and they are trained to remove human waste. Together, DSA crews remove 600 bags of trash a week from the downtown area, and they serve as sources of information and referrals for homeless individuals, businesses, residents, police and other organizations.

The Cal-Trans, CRC and DSA contracts demonstrate the ability and expertise of BHC's Jobs Development Program to effectively implement and sustain litter abatement services; however, BHC has 12 additional contracts that further speak to its expertise. The responsibilities associated with the majority of these contracts are well-aligned with the responsibilities required by the Clean City Initiative Litter Abatement Program.

Litter Abatement Methods

The methods that crews use for litter abatement are primarily manual and mechanical methods. Methods are dependent on the type of debris that requires removal as well as responsibilities dictated under each particular contract. Manual clean up generally involves simple tools such as litter pickers, trash bags, shovels and hoes to release any litter embedded in soil. Push brooms and rakes are used to further improve the appearance of affected areas; in the downtown area, push brooms are used for curb, gutter and sidewalk sweeping, and rakes might be used for highway clean up where soil is involved.

Some jobs require additional mechanical tools like pressure washers or weed whackers, all of which BHC supplies. The Downtown Street Ambassador crews are responsible for pressure washing store fronts and sidewalks in the downtown area, in addition to litter abatement. Another one of BHC's contracts, the City of Bakersfield Water contract, involves keeping water basins free from growth, debris and trash to ensure fire safety and free flow of City water supply. These crews use mechanical tools to cut fire breaks in order to remove hazardous debris from water basins.

Besides manual and mechanical equipment, all crews have safety equipment including hard hats, safety glasses, class 3 Hi-Vis vests and rubber soled shoes with ankle support. Each vehicle is also stocked with disposable rubber gloves and masks, chemicals and solvents and body fluid clean-kits. Trailers attached to each marked vehicle to haul litter contain a dolly and tie down straps. As stipulated under the Clean City Initiative contract, BHC acknowledges responsibility to provide and maintain all labor, materials, safety equipment and equipment that is necessary to effectively and safely execute this contract. The agency also holds all required licenses and certifications to conduct and operate necessary equipment in the State of California and City of Bakersfield.

Reporting Services

Upon completion of a request and at the end of each work day, the full-time supervisor hired under this contract will input information into spreadsheets to track data to monitor program progress and gage overall effectiveness. Spreadsheets will be used to track bag and truckload counts, types of services rendered, crew number and names of crew members, location of serviced areas, time spent on each location and the origination of the request for service (e.g., Bakersfield Mobile Application, on the job or callout). A litter slip similar to the one shown in Figure 1 will be filled out by the lead crew member for each service request; all litter slips will be given to the supervisor at the end of each work day for entry into spreadsheets.

BHC will provide reports as requested by the City and on a monthly basis in advance of invoicing, as specified in the Request for Proposals. BHC's Labor Development Manager

also attends monthly meetings with contract providers to provide additional feedback and updates on project progress.

Figure 1: Litter Slip

	Waste - Westside Parkway ○ City Kern River Parkway □ City Recreation & ort ○ City Fleet - Corp Yard □ City Code Enforcement ○ Other
Date	Start Time
Crew Number	Total Hours Worked
Crew Lead & Phone	Total Number of Bags
Crew Members	Total Number Truckloads
Parking Location	Other Items
Activities	Location of Items
Comments on Activities:	
Driver Notes:	

Similar Engagement with other Government Entities

BHC's Jobs Development Program currently has 15 City, County and private contracts that provide evidence of its ability to fulfill this contract. The most significant engagements in the last five years that are similar to the responsibilities associated with the Clean City Initiative Program are listed below. The Labor Development Manager, Andrew Miles, and the Crew Coordinator, Israel Rodriguez, are considered key personnel on all of the Jobs Development Program's contracts. Please note that BHC does not subcontract out any of its responsibilities under its Jobs Development contracts.

Downtown Street Ambassadors (DSA) Agreement #2020-006

Location and Description of Project: Within the downtown area and Old Town Kern, six crews of two provide litter removal, cleaning services and pressure washing of sidewalks, alleys and storefronts. The DSA Program has its own Supervisor.

Nature of Vendor's Responsibilities: Using its own trained labor crew, BHC is responsible for gathering, bagging, piling and hauling litter and debris from roadways, streets, alleys and trash receptacles and properties; as well as pressure washing and cleaning sidewalks, storefronts and alleys to remove dirt and grime.

Start and End Dates: January 8, 2020 – present

Name of Vendor's Key Personnel Involved in the Project: Jamal Mussa is the Supervisor for the DSA program, and it employs 12 other people. Since January when the current contract began, BHC has billed 10,544 staff hours under the program.

Total Dollar Amount of Vendor's Contract: Compensation is not to exceed an annual total of \$371,798.

Name, Address and Phone Number of the Project Owner: City of Bakersfield, City Hall, 1600 Truxtun Avenue, Bakersfield, CA 93305, Phone: (661) 326-3724

Name and Address of Vendor's Client if Different from the Project Owner: N/A

Name and Phone Number of Contact Person at Vendor's Client's Office: N/A

Cal-Trans Beautification Agreement #18-207

Location and Description of Project: The project services all mainline highways in metro Bakersfield using six crews of five people to provide freeway clean up.

Nature of Vendor's Responsibilities: Trained labor crews gather and bag all litter and cuttings. They remove vegetative debris from alongside designated roadways, focusing on the on/off ramps and the islands to enhance appearance.

Start and End Dates: BHC was given a "one time" six-month funding contract from Cal-Trans. It started in January of 2019 and ended in June of 2019. It was then extended for two months and officially ended in August of 2019.

Name of Vendor's Key Personnel Involved in the Project: The contract described in this section employed 25 people who worked 21,281.75 hours total. Crew leads report to Crew Coordinator, Israel Rodriguez.

Total Dollar Amount of Vendor's Contract: Cal-Trans funded a "one time" agreement for \$500,000.

Name, Address and Phone Number of the Project Owner: John Liu, Cal-Trans Deputy District Director, Maintenance and Operations, 1352 W. Olive Ave., Fresno, CA 93728, Phone: (559) 444-2518

Name and Address of Vendor's Client if Different from the Project Owner: City of Bakersfield, City Hall, 1600 Truxtun Avenue, Bakersfield, CA 93305, Phone: (661) 326-3724

Name and Phone Number of Contact Person at Vendor's Client's Office: N/A

California Resource Commission (CRC) Agreement #21000195074

Location and Description of Project: The project services CRC's Elk Hills and Kern Front leases and any other properties owned by CRC in Kern County, providing litter and illegal dumping abatement services.

Nature of Vendor's Responsibilities: Trained labor crews gather and bag all litter and debris alongside lease roadways. They also remove any illegal dumping that occurs on the properties.

Start and End Dates: BHC entered into this agreement in October of 2014, and it is still ongoing; the current contract will be up for renewal in October of 2022.

Name of Vendor's Key Personnel Involved in the Project: The contract described in this section employs a four person crew made up of a crew lead, a driver and two crew members. They work an average of 4,608 hours a week total. The crew lead reports to Crew Coordinator, Israel Rodriguez.

Total Dollar Amount of Vendor's Contract: The CRC crew is charged at \$125 per crew hour. The four person crew averages 384 hours a month total.

Name, Address and Phone Number of the Project Owner: Chantelle Shoemaker, Supply Chain Team Lead, 11109 River Run Blvd., Bakersfield, CA 93311, Phone: (661) 869-8086

Name and Address of Vendor's Client if Different from the Project Owner: N/A

Name and Phone Number of Contact Person at Vendor's Client's Office: N/A

Experience and Qualifications of Key Personnel that will be working with the City of Bakersfield

BHC is governed by a 19-member volunteer Board of Directors with a Chairperson, Vice Chairperson, Secretary and Treasurer. They meet monthly, eleven times a year, to advise and assist BHC's Chief Executive Officer in the transaction of business of the corporation and to make decisions on behalf of the agency. The board sets corporate policy and ensures fiscal solvency. Management of BHC's operations is entrusted to the Chief Executive Officer who has just over 20 years of experience; the Chief Executive Officer is employed by, and accountable to, the Board of Directors. Together with the Chief Executive Officer, the Executive Director oversees BHC's emergency, supportive and administrative service departments, including the Jobs Development Department; oversight is provided with the assistance of a six-member management team, including the Labor Development Manager who is charged with managing the Jobs Development Program. This team also includes BHC's Human Resources Manager who handles related matters for Jobs Development Program employees that are hired by BHC, and BHC's Controller, who accounts for agency revenue and expenditures. BHC has approximately 145 full-time employees and over 200 total employees; at present, 82 of BHC's part-time employees were hired under the auspices of its Jobs Development Program.

Andrew Miles, the Labor Development Manager, and Israel Rodriguez, the Crew Coordinator, currently oversee all aspects of the Jobs Development Program. With 15 years of experience as a Business Development Manager in the energy industry, the Labor Development Manager brings extensive expertise in operations management to his role at BHC. In this role, he is tasked with implementing and managing BHC's jobs development contracts and hiring, training and supervising large numbers of employees who fulfill the responsibilities associated with each contract. The Manager also cultivates government and private industry contacts in the community to generate new opportunities that ensure current and future growth. He is a voting member of the Downtown Business Development Corporation, a team adviser for 2020 Leadership Bakersfield and a member of the Downtown Business Association. BHC's Executive Director has helped to develop

government and private industry contracts for the program since its inception in 2009, and continues to assist the Labor Development Manager in this capacity. The Crew Coordinator handles all crew needs, including scheduling, payroll, maintenance and logistics.

Statement of Consultants' Current Insurance Coverage

BHC currently has a minimum of one million dollars Professional Liability Insurance, Automobile Liability Insurance, General Liability Insurance and Workers' Compensation Insurance as required by the City. Please see BHC's confirmation of coverage (Exhibit A) at the end of this proposal.

III. Project Understanding

BHC understands the services to be provided for the City under this Clean City Initiative contract. As demonstrated in the section above entitled Statement of Qualifications/Experience and Services and exemplified by the 15 City, County and private contracts currently operated by BHC, the Jobs Development Program has the qualifications, technical abilities, competence and capacity to fulfill the responsibilities associated with this contract. As demonstrated throughout the proposal, BHC has, or will hire, all staff necessary to perform the work. BHC acknowledges responsibility to provide and maintain all labor, materials, safety equipment and other equipment that is necessary to effectively and safely execute this contract. The agency also holds all required licenses and certifications to conduct and operate necessary equipment in the State of California and City of Bakersfield.

IV. Number of Teams and Team Description

For the purposes of this contract, BHC will hire six full-time, three-person work crews and a full-time Project Supervisor. City boundaries will be split into six areas with one work crew assigned to each area. Work crews will also be available to respond to "hot spots," or to respond to special callouts that need quick attention. As stated in the Request for Proposals, these areas may include illegal dumping sites, as identified by City staff, major gateways, commercial corridors and arterial roadways and alleys with a systematic approach. Crews will operate Monday to Friday from 7:30 a.m. to 4:30 p.m., but they will be available to respond to priority calls outside of normal business hours.

Each crew will consist of a crew lead, a driver and a crew member. The crew lead will not be the driver. The lead will be responsible for fielding calls from the Project Supervisor, mapping out the most efficient way to navigate the team's service area based on incoming requests, documenting the day's work on the crew's litter slip and making sure that the crew upholds the quality and the standards that BHC's customers have come to expect from the Jobs Development Program.

The crew lead will also supervise the inspection of the work crew's vehicle each morning prior to departing BHC for a job location. This inspection will include vehicle fluids and tire pressure, the hitch and receiver that secures the trash/bulky items trailer to the truck,

including electrical wiring plugs responsible for turn signals and brake lights and all equipment required for the day's tasks.

All crews have their own marked vehicles, trailers and dollies to haul bulky items and litter, in addition to manual equipment such as shovels, rakes, litter pickers and push brooms. All crew members also have safety equipment and other personal protective equipment. BHC will provide any other equipment that might be needed based on the type of service to be provided and/or requested by the City of Bakersfield.

V. Bulky Waste Capabilities

BHC is uniquely qualified to provide bulky waste pick up, hauling and disposal services as needed under this contract. The Jobs Development Program has operated a bulky items curbside pick-up program for City Solid Waste for the past year. Program staff also handle bulky item and illegal dumping callouts for a number of other customers (e.g., CRC, District 4 County Contract, District 3 County Contract).

Under this contract, six work crews that have undergone trailer pulling and backing training will perform this activity. Each of these crews has a half ton pickup truck to transport bulky items and a 10-foot trash hauling trailer equipped with a dolly and tie-down straps.

VI. References

Please feel free to contact the following individuals who have agreed to serve as BHC's references for the purposes of this proposal. You will find their affiliations, phone numbers and emails below as requested in the Request for Proposals.

Jay Asistin
Cal-Trans Maintenance Supervisor
(661)335-2291
jay.asistin@dot.ca.gov

John Enriquez
Ret. City of Santa Clarita
Board member Keep Bakersfield Beautiful
Board member Keep Kern Beautiful
Board member Downtown Business Development Corporation
Board member Fox Theater Foundation
Board member Tree Foundation
(661)342-1431
yumaway1@aol.com

Ted Nicholas
President 3Way Chevrolet, Bakersfield, CA
(661)283-3300
tnicholas@3waychev.com

VII. Fee Estimates and Budget and Cost

The fee estimates for this contract are provided in the separate, sealed envelopes submitted as part of this proposal. Please refer to the fee estimates for more detailed information about the project costs. The project budget is provided in the Exhibit B at the end of this proposal.

The total all-inclusive maximum price for the proposed services to be rendered is \$1,000,000. The estimated monthly cost per team is \$12,480 and the total monthly cost for all six teams is \$74,880; the estimated monthly cost for the Project Supervisor is \$4,506.67.

VIII. Contract Documents

A signed statement acknowledging the terms of the agreement and the indemnity clause and the acknowledgement's line is shown in Exhibit C. A separate, signed addendum with information on landfill/tipping fees (Exhibit D) is also enclosed.

Exhibit A: Letter of Confirmation of Insurance Coverage



BAKERSFIELD HOMELESS CENTER

1600 East Truxtun Avenue Bakersfield, CA 93305 Admin: (661) 322-9199 Fax: (661) 322-9203 www.bakhc.org

Board of Directors

Jeff Warren Chairperson

Michelle Oxford Vice Chairperson

Pritesh Patel Secretary

Greg Braun Treasurer

Melissa Allen

George Borba

Lorna H. Brumfield

Kyle Carter

Sonya Christian

Erin Henderson

Bruce Keith

Darlene Mohike

Nick Ortiz

Colins Rimer

Todd Snider

Gloria Williams

Louis Gill Chief Executive Officer December 1, 2020

Chris Huot, Assistant City Manager City of Bakersfield Purchasing Division City Hall North, Second Floor 1600 Truxtun Avenue Bakersfield, CA 93301

Dear Mr. Huot:

In keeping with the Clean City Initiative Litter Abatement Program's requirements, this letter serves as a statement to affirm that the Bakersfield Homeless Center (BHC) has insurance coverage that meets or exceeds the City's minimum requirements.

The insurance coverage is as follows:

- General Liability: \$1,000,000 per occurrence/\$3,000,000 aggregate
- Automobile Liability: \$1,000,000 per occurrence
- Workers' Compensation & Employment Liability, WC Statutory and EL: \$2,000,000
- Professional Liability: \$1,000,000 per occurrence/\$3,000,000 aggregate
- Commercial Umbrella Coverage: \$5,000,000

Please contact me if you have questions or need additional information regarding our insurance coverage. You can reach me at 661-322-9199 or lgill@bakhc.org. We are grateful to the City for their consideration of this request and the ongoing support that they have provided us.

Sincerely,

Louis Gill

Chief Executive Officer

DBELL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/21/2020

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.

t	nis c	BROGATION IS WAIVED, subje ertificate does not confer rights t	ct to	the cert	terms and conditions of	the po	licy, certain dorsement(s)	policies may	require an endorseme	nt. A	statement on
PRODUCER License # 0D44424 Walter Mortensen Insurance / INSURICA 8500 Stockdale Highway, Suite 200					CONTACT Donna Bell, CISR						
						PHONE (A/C, No, Ext): (661) 316-5126 FAX (A/C, N			FAX	No):(661) 281-4992	
Bal	ersf	ield, CA 93311					ss: Donna.B			,,,,,,	
		12					INS	SURER(S) AFFOI	RDING COVERAGE		NAIC#
						INSURE	Contract of the Contract of th		nnity Insurance Co.		18058
INS	JRED					INSURE		. pina maon	minty iniculation co.		10000
		Bethany Services				INSURER C :					
		DBA: Bakersfield Homeless	Cen	ter		INSURER D :					
		1600 E. Truxtun Avenue Bakersfield, CA 93305				INSURE					
bakersheid, OA 33303						INSURER F :					
CC	VER	AGES CER	TIEL	CATE	E NUMBER:	INJUNE	in .		REVISION NUMBER:		
II	HIS I	S TO CERTIFY THAT THE POLICII ATED. NOTWITHSTANDING ANY R FICATE MAY BE ISSUED OR MAY JSIONS AND CONDITIONS OF SUCH	ES C EQU PER	F INS	SURANCE LISTED BELOW ENT, TERM OR CONDITIO THE INSURANCE AFFOR	N OF A	ANY CONTRAI Y THE POLIC	TO THE INSUR CT OR OTHER IES DESCRIB	RED NAMED ABOVE FOR TRANSPORTED HEREIN IS SUBJECT.	FCT TO	WHICH THIS
INSE		TYPE OF INSURANCE		SUBR			POLICY EFF (MM/DD/YYYY)		LIMIT	rs	
Α	Х	COMMERCIAL GENERAL LIABILITY	III.	11.12			THIRD DATE OF	THINDS STATE OF	EACH OCCURRENCE	s	1,000,000
		CLAIMS-MADE X OCCUR			PHPK1950153		3/4/2019	3/4/2020	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000
	Х	Professional Liab			BANK CARROLLS CONTROL		0.0000000000000000000000000000000000000		MED EXP (Any one person)	\$	5,000
									PERSONAL & ADV INJURY	\$	1,000,000
	GEN	L'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	s	3,000,000
	X	POLICY PRO- LOC							PRODUCTS - COMP/OP AGG	s	3,000,000
		OTHER:							Professional	s	1,000,000
Α	AUT	OMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	S	1,000,000
	X ANY AUTO OWNED SCHEDULED AUTOS ONLY AUTOS				PHPK1950153		3/4/2019	3/4/2020	BODILY INJURY (Per person)	S	
						0,412010	0.4.2020		92.6		
	X	X HIRED X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	700		
		AUTOS ONLY							(Per accident)	\$	
Α	х	UMBRELLA LIAB X OCCUR							EACH OCCURRENCE	\$	5,000,000
		EXCESS LIAB CLAIMS-MADE DED X RETENTION\$ 10,000			PHUB666890	3/4/2019	3/4/2020	AGGREGATE	\$	5,000,000	
									Follow Form	\$	
	WOR	KERS COMPENSATION EMPLOYERS' LIABILITY							PER OTH-	\$	
										-	
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A						E.L. EACH ACCIDENT	\$		
	If yes, describe under DESCRIPTION OF OPERATIONS below								E.L. DISEASE - EA EMPLOYEE		
Α	Abu	se/Molestation			PHPK1950153		3/4/2019	3/4/2020	Per Occurrence	\$	1,000,000
	***************************************				State of the state						,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
DES	CRIPT	ION OF OPERATIONS / LOCATIONS / VEHIC	LES (ACORE	⊥ D 101, Additional Remarks Schedu	ile, may t	e attached if mor	e space is requi	red)		
CE	RTIF	ICATE HOLDER				CAN	CELLATION				
~INFORMATION COPY Bethany Services, dba: Bakersfield Homeless Center						AUTHO	EXPIRATION	N DATE TH TH THE POLIC	ESCRIBED POLICIES BE C IEREOF, NOTICE WILL CY PROVISIONS.	ANCEL BE DI	LED BEFORE ELIVERED IN



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/15/2017

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). CONTACT NAME: Arthur J. Gallagher & Co. PHONE (A/C, No, Ext): FAX (A/C, No): Insurance Brokers of California, Inc. LIC# 0726293 F-MAI ADDRESS: 1255 Battery Street #450 San Francisco CA 94111 INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : NonProfits' United Workers' Compensation NONPUNI-01 INSURER B : Safety National Casualty Corporation 15105 Bethany Services DBA: Bakersfield Homeless Center INSURER C & Alliance Against Family Violence & Sexual Assaul INSURER D 1600 E Truxton Avenue Bakersfield CA 93305 **INSURER E** INSURER F **CERTIFICATE NUMBER: 1929534463** COVERAGES 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 LIMITS TYPE OF INSURANCE POLICY NUMBER COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE 5 DAMAGE TO RENTED CLAIMS-MADE OCCUR PREMISES (Ea occurrence) S MED EXP (Any one person) PERSONAL & ADV INJURY \$ GENERAL AGGREGATE GEN'L AGGREGATE LIMIT APPLIES PER: S PRO-JECT POLICY PRODUCTS - COMP/OP AGG \$ S OTHER COMBINED SINGLE LIMIT (Ea accident) **AUTOMOBILE LIABILITY** S ANY AUTO BODILY INJURY (Per person) OWNED AUTOS ONLY SCHEDULED AUTOS BODILY INJURY (Per accident) S PROPERTY DAMAGE (Per accident) NON-OWNED AUTOS ONLY HIRED AUTOS ONLY \$ UMBRELLA LIAB EACH OCCURRENCE OCCUR S **EXCESS LIAB** CLAIMS-MADE AGGREGATE \$ DED RETENTIONS WORKERS COMPENSATION NPU - WCG 001-2018 1/1/2018 1/1/2019 STATUTE X AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT \$500,000 Limit Per Occurence E.L. Per Occ & Agg XS of 500,000 Excess Wokers' Comp SP4057827 1/1/2018 1/1/2019 Statutory 2,000,000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) CANCELLATION CERTIFICATE HOLDER SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN EVIDENCE OF COVERAGE ACCORDANCE WITH THE POLICY PROVISIONS. **AUTHORIZED REPRESENTATIVE**

Exhibit B: Project Budget

Clean City Initiative Project Budget

		Per Crew	Tot	tal Project Cost
Equipment Tools/Tiedowns*	_ _{\$}	278.59	\$	1,671.50
Personnel				
3 Person Crew @24.00/hr	- \$	149,760.00	\$	898,560.00
Program Supervisor @26.00/hr	\$	9,013.33	\$	54,080.00
Transportation				
Maintanance/Fuel/Insurance	\$	6,160.50	\$	36,963.00
Additional Costs				
PPE (Assumes 3 replacements)	- \$	74.25	\$	445.50
Consumables (Assumes 10 Restocks)	\$	1,380.00	\$	8,280.00
	Ś	166,666.67	Ś	1,000,000.00

Exhibit C: Clean City Initiative Program Contract Acknowledgement

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

INDEPENDENT CONTRACTOR'S AGREEMENT

[Over \$40,000]

entere			000-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1	AGREEMENT (*, by and corporatio ("CONTRAC	between n, ("C	the CIT	
			REC	ITALS			
				nts that CONTR			l, well
CONT			incorporating agree as follow	the foregoing	g recitals he	erein, CITY	and
1.	SCOPE OF CONTRACT		In exchange shall	for the Comp perform	pensation (d		elow), wing:
	procedure	s neces	sary to prope	pe of Work strly complete to specifically inc	he task CO	NTRACTO	R has
2.	section, CI	TY will p		CEDURE. Subje OR as follows t e one]			
				ment of \$ ed to CITY's sat		after the	
			ourly [or time/ ates as shown o	material] basis on Exhibit A .	s in accordo	ince with	

- 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. LICENSES. CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits and approvals which are legally required for CONTRACTOR to practice its profession and perform the Scope of Work. If CONTRACTOR is a corporation, at least one officer or key employee shall hold the required licenses or professional degrees. If CONTRACTOR is a partnership, at least one partner shall hold the required licensees or professional degrees.
- 13. <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.
- 14. SB 854 COMPLIANCE. To the extent Labor Code Section 1771.1 applies to this Agreement, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, be subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently reaistered 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.
 - 16.1.2 <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:
 - 16.1.2.1 Provide contractual liability coverage for the terms of this Agreement;
 - **16.1.2.2** Provide products and completed operations coverage;
 - **16.1.2.3** Provide premises, operations, and mobile equipment coverage; and
 - 16.1.2.4 Contain an additional insured endorsement in favor of CITY and its mayor, council, officers, agents, employees, and designated volunteers.
 - 16.1.3 Workers' compensation insurance with limits of not less than \$1,000,000 per occurrence. In accordance with the provisions of Labor Code Section 3700, every contractor will be required to secure the payment of compensation to his employees. Pursuant to Labor Code Section 1861, CONTRACTOR must submit to CITY the following

certification before beginning any work on the Improvements:

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

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

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

16.2 General Provisions Applying to All Insurance Types.

- All policies required of CONTRACTOR must be written on a first-dollar coverage basis, or contain a deductible provision. Subject to CITY's advance approval, CONTRACTOR may utilize a self-insured retention in any or all of the policies provided, but the policy or policies may not contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured or by any means including other insurance or which is intended to defeat the intent or protection of an additional insured.
- 16.2.2 All policies required of CONTRACTOR must be primary insurance as to CITY and its mayor, council, officers, agents, employees, or designated volunteers and any insurance or self-insurance maintained by CITY and its mayor, council, officers, agents, employees, and designated volunteers must be excess of CONTRACTOR's insurance and must not contribute with it.
- 16.2.3 The insurance required above, except for workers' compensation insurance, must be placed with insurers with a Best's rating as approved by CITY's Risk Manager, but in no event less than A-:VII. Any deductibles, self-insured

retentions, or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Best's A-:VII, must be declared prior to execution of this Agreement and approved by CITY in writing.

- 16.2.4 The insurance required in this section must be maintained until the Scope of Work is satisfactorily completed as evidenced by CITY's written acceptance. All policies must provide that there will be continuing liability thereon, notwithstanding any recovery on any policy.
- 16.2.5 Full compensation for all premiums which the CONTRACTOR is required to pay to satisfy the Basic Insurance Requirements shall be considered as included in the prices paid for the performance of the Scope of Work, and no additional allowance will be made therefor or for additional premiums which may be required by extensions of the policies of insurance.
- 16.2.6 It is further understood and agreed by CONTRACTOR that its liability to CITY will not in any way be limited to or affected by the amount of insurance obtained and carried by CONTRACTOR in connection with this Agreement.
- 16.2.7 Unless otherwise approved by CITY, if any part of the Scope of Work is subcontracted, the Basic Insurance Requirements must be provided by, or on behalf of, all subcontractors even if CITY has approved lesser insurance requirements for CONTRACTOR, and all subcontractors must agree in writing to be bound by the provisions of this section.
- 17. THIRD PARTY CLAIMS. In the case of public works contracts, CITY will timely notify CONTRACTOR of third party claims relating to this Agreement. CITY shall be allowed to recover from CONTRACTOR, and CONTRACTOR shall pay on demand, all costs of notification.
- 18. INDEMNITY. CONTRACTOR shall indemnify, defend, and hold harmless CITY and CITY's officers, agents and employees against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by CONTRACTOR or CONTRACTOR's employees, agents, independent contractors, companies, or subcontractors in the performance of, or in any way arising from, the

terms and provisions of this Agreement whether or not caused in part by a party indemnified hereunder, except for CITY's sole active negligence or willful misconduct.

- 19. <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.
- 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. <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.
- 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. <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.
- NON-INTEREST. No CITY officer or employee shall hold any interest in this Agreement (California Government Code section 1090).
- 31. <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

CONTRACTOR: Bethony Services Inc.

dba 0

Bayarsfield Homeless Conter

- 32. <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.
- 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.

35. 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."

[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:
APPROVED AS TO FORM: VIRGINIA GENNARO City Attorney	
By: (NAME & TITLE) Insurance: APPROVED AS TO CONTENT:	
CITY DEPARTMENT NAME	
DEPARTMENT HEAD NAME TITLE	
COUNTERSIGNED:	
RANDY MCKEEGAN Finance Director	
Attachment: Exhibit	

Exhibit D: Addendum



ADDENDUM #1 to

Request for Proposals (RFP) Professional Consulting Services for

Clean City Initiative Litter Abatement Services

Addendum #1 Issued: November 25, 2020 RFP Issued: Monday, November 16, 2020 Proposals 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

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

From:	Louis Gill	Date: 12/2/2020	
Ву:	imature		

Please sign and attach this form to your completed proposal to acknowledge receipt of Addendum No. 1

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

Contents

I. INTRODUCTION	1
Summary	1
Project Background	1
Objective/Scope of Work	1
General Litter Abatement Activities	2
Reporting	3
Permitting and Regulatory	3
Bulky Items	3
II. PROPOSAL REQUIREMENTS	1
Mandatory Requirements	1
Statement of Qualifications	2
Budget and Cost	3
Contract Documents	4
III. PRIMARY CONTACTS AND TIME REQUIREMENTS	5
City Contacts	5
Time Requirements	5
IV. EVALUATION PROCEDURES	5
Evaluation Criteria	5
Right to Reject Proposals	6

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 The proposal shall list and describe</u> 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 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.</u>

- 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. <u>Fee Estimates -</u> 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.

AGREEMENT NO	
--------------	--

INDEPENDENT CONTRACTOR'S AGREEMENT

[Over \$40,000]

entere	This INDEP! ed into o			AGREEMENT ("/		
	RSFIELD,		municipal	, by and corporation ("CONTRAC		ry") and
			REC	ITALS		
qualifi				nts that CONTRA	•	
CONT			incorporating gree as follows	the foregoing s:	recitals her	ein, CITY and
1.	SCOPE OF CONTRAC		In exchange shall	for the Compe perform	ensation (de the	fined below), following:
	procedure	es neces	sary to proper	e of Work sho ly complete the pecifically inclu	e task CON	TRACTOR has
2.	section, C	ITY will po		EDURE. Subject DR as follows fo e one]		
	(1) A Sco	A total, lupe of Wo	ump sum payn ork is completed	nent of \$ d to CITY's satisf	action, or	ifter the
	٠,		ourly [or time/r tes as shown o	material] basis i n Exhibit A .	n accordan	ce with

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 \$_______ for performing the Scope of Work.

- **TERM.** Unless terminated sooner, as set forth herein, this Agreement shall terminate on _______[Date].
- **1. <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. <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. STARTING WORK.** CONTRACTOR shall not begin work until authorized to do so in writing by CITY. No work will be authorized before the date first written above.

- 10. KEY PERSONNEL. CONTRACTOR shall name all key personnel to be assigned to perform the Scope of Work. All key personnel shall be properly licensed and have the experience to perform the work called for under this Agreement. CONTRACTOR shall provide background for each of the key personnel including, without limitation, resumes and work experience performing work similar to the Scope of Work. CITY reserves the right to approve key personnel. Once the key personnel are approved, CONTRACTOR shall not change such personnel without CITY's written approval.
- 11. <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. STANDARD OF PERFORMANCE.** The Scope of Work shall be performed in conformity with all legal requirements and industry standards observed by a specialist of CONTRACTOR's profession in California.
- 14. **SB 854 COMPLIANCE.** To the extent Labor Code Section 1771.1 applies to this Agreement, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, be subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently reaistered and aualified 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.

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, 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.
 - 16.1.3 Workers' compensation insurance with limits of not less than \$1,000,000 per occurrence. In accordance with the provisions of Labor Code Section 3700, every contractor will be required to secure the payment of compensation to his employees. Pursuant to Labor Code Section 1861, CONTRACTOR must submit to CITY the following

certification before beginning any work on the Improvements:

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

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

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

16.2 General Provisions Applying to All Insurance Types.

- 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.

- 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. <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. 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.
- **23. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be considered as an original and be effective as such.
- **24. EXECUTION.** This Agreement is effective upon execution. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.
- **25. EXHIBITS.** In the event of a conflict between the terms, conditions or specifications set forth in this Agreement and those in exhibits attached

hereto, the terms, conditions, or specifications set forth in this Agreement shall prevail. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached.

- **26. <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. 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 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).
- **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.
32.	RESOURCE ALLOCATION. All CITY obligations under the terms of this Agreement are subject to the appropriation and allocation of resources by the City Council.
33.	TITLE TO DOCUMENTS. All documents, plans, and drawings, maps photographs, and other papers, or copies thereof prepared by CONTRACTOR pursuant to the terms of this Agreement, shall, upor preparation, become CITY property.
34.	TAX NUMBERS.
	CONTRACTOR's Federal Tax ID Number CONTRACTOR is a corporation? Yes No (Please check one.)
35.	PROPOSERS ACKNOWLEDGEMENT. "I have received and reviewed the

CONTRACTOR

35. 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."

[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"
D.	D.
By:KAREN GOH	By:
Mayor	Print Name:
	Title:
APPROVED AS TO FORM: VIRGINIA GENNARO City Attorney	
By:(NAME & TITLE)	
Insurance:	-
APPROVED AS TO CONTENT: CITY DEPARTMENT NAME	
By:	
DEPARTMENT HEAD NAME TITLE	
COUNTERSIGNED:	
By:	
RANDY MCKEEGAN Finance Director	
Attachment: Exhibit	

Fee Schedule: 3 Crews

000	70 m	
Overtime Fee Schedule Overtime Rate Cleanup Team Overtime Program Supervisor	Daily Cleanup Team Program Supervisor	Daily Cleanup Team Program Supervisor
ta⊹ta,	Hourly Rate Per T \$ \$	Hourly Rate Per 1 \$ \$
108.00 \$ 39.00 \$	Feam Da 72.00 \$ 26.00 \$	leam Dai 72.00 \$ 26.00 \$
ts ts	Fee Schedule: 4 Crews Daily Rate Per Team Month \$ 576.00 \$ \$ 208.00 \$	Daily Rate Per T \$
864.00 312.00	ule: 4 Crei Team Ma 576.00 \$ 208.00 \$	Team Ma 576.00 \$ 208.00 \$
	ıly Rate P	onthly Rate F
	ა აა ≺	v. v. ≺
	er Team Yearly Rate 12,480.00 \$ 149,760.00 \$ 4,506.67 \$ 54,080.00 \$	Per Team Yearly Rate 12,480.00 \$ 149,760.00 \$ 4,506.67 \$ 54,080.00 \$
	Not to Exceed \$ 632,613.32 \$ 54,080.00	Not to Exceed \$ 474,460.00 \$ 54,080.00

problems and comment of the comment



MEETING DATE: 1/6/2021 Consent – Agreements o.

TO: Honorable Mayor and City Council

FROM: Randy McKeegan, Finance Director

DATE: 12/4/2020

WARD:

SUBJECT: Amendment No. 2 to Agreement No. 19-041 with Kemira Water

Solutions, Inc. (\$100,000; revised not to exceed \$270,000; and extend

term one year), to continue the supply of Ferric Chloride.

STAFF RECOMMENDATION:

Staff recommends approval of the amendment.

BACKGROUND:

Ferric chloride is a chemical used in the wastewater treatment process to assist with meeting the operations air quality standards and requirements.

On March 6, 2019, the City Council approved the annual contract for supply of ferric chloride to Kemira Water Solutions, Inc., in the amount of \$85,000; renewable annually thereafter for four consecutive one-year periods. On February 19, 2020, the City Council approved Amendment No.1 extending the term one year and increasing compensation \$85,000.

Currently there is \$6,900 available on this contract. Funds are budgeted within the Sewer Enterprise operating budget for this contract. If approved, Amendment No. 2 extends the term one year and increases compensation by \$100,000 for a new not to exceed amount of \$270,000 allowing for the continued supply of Ferric chloride.

ATTACHMENTS:

Description Type

Amendment no. 2 to Agmt 19-041 Kemira Water Solutions Agreement

AGREEMENT NO. <u>19-041(2)</u>

AMENDMENT NO. [2] TO AGREEMENT NO. 19-041

	THIS	AMENDMENT								
into	on _		, by	and	betw	veer	the Cl	TY OF	BAKERSI	FIELD, a
mun	icipal	corporation	(referred	to h	erein	as	"CITY"),	and	KEMIRA	WATER
SOL	JTIONS	INC. (referred	d to herein	as "(CONTR	RACI	OR").			

RECITALS

WHEREAS, on the March 6, 2019, the CITY and CONTRACTOR entered into Agreement No. 19-041 in the amount of \$85,000 for the supply of ferric chloride; and

WHEREAS, on February 19, 2020, Council approved Amendment No. 1 extending the term one year and increasing compensation by \$85,000; and

WHEREAS, the parties desire to amend Agreement No. 19-041 extending the term one year and to increase compensation by \$100,000 to allow continuance of providing ferric chloride.

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

- 1. Section 2 of Agreement No. 19-041 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 ONE HUNDRED THOUSAND DOLLARS (\$270,000)** 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. 19-041 entitled "**TERM**" is hereby amended to read as follows:

CONTRACTOR shall provide services	consecutive one-year periods at the City's
shall remain in full force and effect.	ein, all provisions of Agreement No. 19-041 o0o –
IN WITNESS WHEREOF, the parties 2 to Agreement No. 19-041 to be exec	s hereto have caused this Amendment No. cuted the day and year first above written.
"CITY"	"CONTRACTOR"
CITY OF BAKERSFIELD	KEMIRA WATER SOLUTIONS INC.
By: KAREN GOH Mayor	By: Myla Molled Print Name: Gayla Walker Title: Commercial Support Specialist
APPROVED AS TO CONTENT: FINANCE DEPARTMENT By:	

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: 1/6/2021 Consent – Agreements p.

TO: Honorable Mayor and City Council

FROM: Nick Fidler, Public Works Director

DATE: 12/4/2020

WARD: Ward 2

SUBJECT: Amendment No.1 to Agreement 18-067 with Kern Delta Water District

to clarify maintenance and inspection responsibilities for the new

improvements in the Stine Canal.

STAFF RECOMMENDATION:

Staff recommends approval of the amendment.

BACKGROUND:

The City, in cooperation with Caltrans, the Kern Council of Governments, and the County of Kern, proposes to construct the Centennial Corridor Project (Project). This Project provides a connection from the terminus of the Westside Parkway at the Truxtun Avenue undercrossing to the southeast, aligning with existing State Route (SR) 58 at SR-99. Improvements on SR-99 would also be constructed to accommodate the connection with SR-58.

During the design phase of the Project, City staff identified a need to coordinate work within the Stine Canal. This canal is operated by Kern Delta Water District (KDWD). The Project includes work within the right-of-way of the Stine Canal to facilitate the construction of a bridge over Stockdale Highway in the vicinity of the canal. For several months City and KDWD staff coordinated the design work within the Stine Canal to the satisfaction of both agencies. As a result, in April of 2018, the City and KDWD entered into a ditch eradication and pipeline agreement that allows the City to extend an existing culvert within the Stine Canal to facilitate the construction of the freeway. Both agencies now wish to amend the original agreement to clarify the maintenance and inspection responsibilities for the improvements to match those in the existing Common Use Agreement (Agreement 18-066); in which the City agrees to fully and at all times warrant, keep, maintain, and replace, if necessary, the freeway crossing and any work done without unreasonably interfering with the District's use of the Stine Canal.

ATTACHMENTS:

Description Type

Agreement

AGREEMENT	NO.	

AMENDMENT NO. [1] TO AGREEMENT NO. 18-067

THIS AMENDMENT	NO. 1 TO AGREEMENT NO. 18-067 is made and entered
into on,	by and between the CITY OF BAKERSFIELD, a municipa
corporation (referred to	herein as "CITY"), and KERN DELTA WATER DISTRICT, of
California water district (r	referred to herein as "DISTRICT").

RECITALS

WHEREAS, CITY and DISTRICT entered into Agreement No. 18-067 for ditch eradication and construction of a pipeline; and

WHEREAS, on January 21, 2020, DISTRICT authorized CITY to construct the pipeline using alternative specifications proposed by CITY pursuant to the letter attached to this Resolution as Exhibit "A"; and

WHEREAS, to compensate for the revised specifications, the parties desire to amend Agreement No. 18-067 to memorialize the maintenance and warranty period and the obligation for CITY to conduct inspections of the pipeline.

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

- 1. Section 3(a) of Agreement No. 18-067 is hereby amended to read as follows:
 - 3(a). CITY agrees to warrant, keep, and maintain said Pipeline in good condition and repair continuously for the lifetime of the Pipeline. CITY will inspect the Pipeline at least once every two years. CITY's inspection will include DISTRICT or DISTRICT's designee. CITY will pay all costs of any repairs and maintenance, including the replacement of any part required to keep the Pipeline and structures in good operating condition. This warranty does not cover any portion of pipeline or structural elements subsequently modified without authorization by the City. Routine maintenance by DISTRICT shall not be considered modification.
- **2.** Except as amended herein, all provisions of Agreement No. 18-067 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to Agreement No. 18-067 to be executed the day and year first above written.

"CITY"	"DISTRICT"
CITY OF BAKERSFIELD	KERN DELTA WATER DISTRICT
By: KAREN GOH	By: RODNEY PALLA
KAREN GOH Mayor	RODNEY PALLA President
	By:
APPROVED AS TO CONTENT: PUBLIC WORKS DEPARTMENT	Secretary
B√·	APPROVED AS TO FORM:
By: NICK FIDLER Public Works Director	By:
APPROVED AS TO FORM: VIRGINIA GENNARO City Attorney	
By: JOSHUA RUDNICK Deputy City Attorney	
COUNTERSIGNED:	
By: RANDY MCKEEGAN	
Finance Director	



MEETING DATE: 1/6/2021 Consent – Agreements q.

TO: Honorable Mayor and City Council

FROM: Christopher Boyle, Development Services Director

DATE: 12/17/2020

WARD:

SUBJECT: Amendment No. 1 to Agreement No. 2020-060 with Bakersfield Kern

Regional Homeless Collaborative and County of Kern.

STAFF RECOMMENDATION:

Staff recommends approval of the amendment.

BACKGROUND:

The purpose of this report is to request approval of Amendment No. 1 to Agreement 2020-060 with the County of Kern (County) and Bakersfield Kern Regional Homeless Collaborative (Collaborative) to grant the remaining funds in the amount of \$79,117 and shift maintenance of records related to funds to the Collaborative.

On April 21, 2020, Council approved the Agreement with the County and the Collaborative to pool contributions from California Senate Bill 89 (SB 89) to provide emergency services for homeless individuals impacted by COVID-19. The agreement preliminarily set funding priorities to assist with managing the pandemic among the homeless population. The City contributed \$337,127.73 in SB 89 funds for a total of \$834,784.59 between the three parties. The majority of City funds were used to assist with the isolation trailers located at the Kern County Fair Grounds.

Since that time, priorities have shifted, and the Collaborative seeks to reallocate the remaining funds (\$79,117) to continue supporting local homeless service providers. Approval of the amendment would grant the remaining funds to the Collaborative and includes the provisions that the

Collaborative will maintain all records for the remaining funds. There are no changes to the overall amount of the agreement and all other terms of the agreement remain in place.

Therefore, staff recommends approval of Amendment No. 1 to Agreement 2020-060 with County of Kern and Bakersfield Kern Regional Homeless Collaborative to grant the remaining funds in the amount of \$79,117 and shift maintenance of records related to funds to the Bakersfield Kern Regional Homeless Collaborative.

ATTACHMENTS:

Description

Туре

□ Amendment 1 to Agreement 2020-060

Agreement

AGREEMENT NO. 728-7020

AMENDMENT NUMBER ONE TO AGREEMENT NO. 2020-060/KERN COUNTY AGREEMENT NO. 119-2020

THIS AMENDMENT NO. ONE TO AGREEMENT NO. 2020-060/KERN COUNTY AGREEMENT NO. 119-2020 is made and entered into on <u>DEC 0.8.2020</u> by and between the COUNTY OF KERN, a political subdivision of the State of California ("RECIPIENT"), the BAKERSFIELD KERN REGIONAL HOMELESS COLLABORATIVE ("BKRHC") and the CITY OF BAKERSFIELD, a municipal corporation ("CITY").

RECITALS

WHEREAS, on April 21, 2020, the RECIPIENT, CITY and BKRHC entered into Agreement No. 2020-060/Kern County Agreement No. 199-2020 ("Agreement") to contribute their California Senate Bill 89 contributions to the RECIPIENT for Emergency Services for Homeless Individuals Impacted by COVID-19 for a one year term terminating on May 6, 2021; and

WHEREAS, RECIPIENT, CITY and BKRHC agree to allow the RECEPIENT to grant the remaining Recipient Contribution funds in the amount of \$79,117 (the "Amendment Fund") to BKRHC to be used in accordance with this Agreement.

NOW, THEREFORE, incorporating the above recitals, herein it is mutually understood and agreed as follows:

- 1. RECIPIENT will grant the remaining Recipient Contribution funds, in the amount of \$79,117 (the "Amendment Funds"), to BKRHC to be used in accordance with this Agreement. For all Amendment Funds granted by the BKRHC pursuant to this amendment, BKRHC shall maintain all pertinent records regarding expenditures incurred under the Agreement for a period of five (5) years after the expiration of the Agreement.
- 2. Notwithstanding Attachment A of this Agreement, BKRHC may use the Amendment funds in its discretion as long as any use is allowed by Senate Bill 89, Emergency Homeless Funding.
- 3. Except as amended herein, all other provisions of Agreement No. 2020-060/Kern County Agreement No. 119-2020 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

"CITY"	"RECPIENT"
CITY OF BAKERSFIELD	COUNTY OF KERN
KAREN GOH Mayor	LETICIA PEREZ Chairman, Board of Supervisors
APPROVED AS TO CONTENT:	APPROVED AS TO CONTENT:
CITY MANAGER'S OFFICE	COUNTY ADMINISTRATIVE OFFICE
CHRISTIAN CLEGG City Manager	RYAN J. ALSOP Chief Administrative Officer
APPROVED AS TO FORM: VIRGINIA GENNARO City Attorney By: JOSHUA H. RUDNICK Deputy City Attorney COUNTERSIGNED:	APPROVED AS TO FORM: OFFICE OF COUNTY COUNSEL By: MARGO A. RAISON County Counsel
RANDY MCKEEGAN Finance Director	
BAKERSFIELD KERN REGIONAL HOMELESS O	OLLABORATIVE
By: STEPHEN PELZ Chairperson	
APPROVED AS TO CONTENT: By: ANNA LAVEN Executive Director	

JHR/vlg

S:\Finance\Agrs\20-21\CountyCOVID-ContribFundstoBKRHC-AmendNo.1-Agr 2020-060.docx



MEETING DATE: 1/6/2021 Consent – Agreements r.

TO: Honorable Mayor and City Council

FROM: Gregory Pronovost, Technology Services Director

DATE: 12/14/2020

WARD:

SUBJECT: Amendment No. 1 to Agreement No. 19-154 with Software One

(\$200,000; revised not to exceed \$1,400,000) for additional Microsoft

Licenses.

STAFF RECOMMENDATION:

Staff recommends approval of the amendment.

BACKGROUND:

On September 11, 2019, the City Council approved agreement No. 19-154 with SoftwareONE Inc. to purchase Microsoft licensing for all City staff and computers for a three-year term. The licensing includes software that runs the computers (operating systems) and office productivity applications such as Microsoft Word, Excel, and Outlook (Microsoft Office Suite), among others.

As part of the continual improvements and adjustments to the software used by City staff, Technology Services has been testing a new version of the Microsoft Office productivity suite, called Office 365 (O365). This new version of software is a hybrid cloud-based product that includes several additional collaboration tools, including Microsoft Teams, access to business analytics, video conferencing, and file sharing with outside parties. Technology Services now intends to deploy this software to all City staff.

The annual payments listed in agreement No. 19-154 were projected based on the then existing staffing levels and are adjusted annually as more staff are hired or when additional licenses are needed. In order to use this new product suite of tools for all City staff, an add on to the current existing on-premise licenses needs to be purchased and added to the City's agreement.

Amendment No.1 to Agreement No. 19-154, adds the required licenses for the current staffing levels increasing the compensation amount to SoftwareONE Inc by \$200,000.00 for a new total amount not to exceed of \$1,4000,000 for the remainder of the three-year term at existing staffing levels and will be adjusted annually as more staff are hired and when additional licensing are needed.

ATTACHMENTS:

Description Agreement

D

Туре

Agreement

AGREEMENT	NO.	

AMENDMENT NO. ONE [1] TO AGREEMENT NO. 19-154 Microsoft Enterprise Agreement No. 01E73970

THIS AMENDMENT NO. ONE	[1] TO AGREEMENT NO. 19-154 is made and
entered into on	_, by and between the CITY OF BAKERSFIELD, a
municipal corporation (referred to	o herein as "CITY"), and SOFTWARE ONE, INC.
(referred to herein as "CONTRACTO	OR").

RECITALS

WHEREAS, on September 11, 2019, the CITY and CONTRACTOR entered into Agreement No. 19-154 in the amount of \$1,015,917.42 for Microsoft software services and maintenance; and

WHEREAS, Agreement No. 19-154 included the purchase of 50 Microsoft Office 365 licenses for CITY employee email accounts; and

WHEREAS, CITY would like to purchase an additional 1,429 Microsoft Office 365 licenses for additional CITY email accounts; and

WHEREAS, the parties desire to amend Agreement No. 19-154 to increase compensation by \$200,000.00 to allow for the purchase of 1,429 additional licenses of Microsoft Office 365.

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

- **1.** Section 2 of Agreement No. 19-154 entitled "COMPENSATION/PAYMENT PROCEDURE" is hereby amended to read as follows:
- 2. <u>COMPENSATION/PAYMENT PROCEDURE.</u> Compensation for all work, services or products called for under this Agreement shall consist of a total payment **NOT TO EXCEED ONE MILLION FOUR HUNDRED THOUSAND DOLLARS (\$1,400,000.00)** in accordance with the bid documents and Exhibit A.
- 3. Except as amended herein, all provisions of Agreement No. 19-154 shall remain in full force and effect.

-- 000 -

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. One [1] to Agreement No. 19-154 to be executed the day and year first above written.

"CITY"	"CONTRACTOR"
CITY OF BAKERSFIELD	SOFTWARE ONE, INC.
By: KAREN GOH Mayor	By: Margarita Upodaca A2NARGARITA APODACA Operations Analyst Docusigned by: By: Lawa Kuyus 34TABRAFREYES Account Team Manager
APPROVED AS TO CONTENT: TECHNOLOGY SERVICES DEPARTMENT	
By: Graphy Promoust OAD CREGORY PRONOVOST Technology Services Director	
APPROVED AS TO FORM: VIRGINIA GENNARO City Attorney	
By: CHRISTINA J. OLESON Deputy City Attorney Insurance: J.	

COU	NTERSIGNED:
By:	
J	RANDY MCKEEGAN
	Finance Director

Exhibit A: Microsoft Office 365 Quote

		SoftwareONE - software quote			
		Quoted by Jason Carmer			
		Phone 480-845-7155 jason.carmer@SoftwareONE.com			
	Please t	fax your POs to Client Assistance Center at 800-366-9994. Plea	se email		
	statestore@	softwareone.com or call 800-400-9852, option 2, to check statu	ıs on ordeı	rs.	
		City of Bakersfield			
Date:	12/3/2020	Mitchell Smith			
Quote#:		masmith@bakersfieldcity.us			
Expires:	1/2/2021				
		EA# 80182040 - Expires 7/31/2022			
	Important:	Please provide the email address of the recipient designated to	to receive a	а	
		SoftwareONE "order confirmation"			
Quantity	Part #	Description	Un	nit Price	Ext. Price
		Assumes a purchase in December 2020 with 20 months			
		coverage thrgouh 7/31/2022			
		O365GovE3 ShrdSvr ALNG SubsVL MVL AddOn			
1,429	AAA-11892	todeviceCoreCALw/OPP	\$	113.43	\$ 162,091.47
		Please type "electronic software delivery" on your PO!			
	Sub-Total	,			\$ 162,091.47
	Tax	ESD - nontaxable			\$
	Shipping				No Charge
	Total	Total			\$ 162,091.47
Prices good					
for 30 days					
party hardwal manufacturer supplier, as p independent	re and software pro of such products. rovided with the so	ner Rights. As a reseller, end-user warranties and liabilities (with reducts provided by SoftwareONE) shall be provided as a pass-throu All software products are subject to the license agreement of the aftware packaging or in the software at time of shipment. SoftwareO ities or liabilities. Public Sector Disclosure: SoftwareONE may received.	gh from the pplicable so NE provide	oftware s no	



MEETING DATE: 1/6/2021 Consent – Agreements s.

TO: Honorable Mayor and City Council

FROM: Nick Fidler, Public Works Director

DATE: 12/14/2020

WARD: Ward 7

SUBJECT: Contract Change Order No. 2 to Agreement No. 19-212 with Griffith

Company (\$17,619.16; not to exceed \$485,973.11), for the Street Widening: Wible Road, between Esperanza Drive and Medallion Rose

Avenue Project.

STAFF RECOMMENDATION:

Staff recommends approval of the contract change order.

BACKGROUND:

The work to be performed consists, in general, of widening Wible Road on the west side of the roadway, in three locations: the southwest corner of the intersection at Hosking Avenue; at 7821 Wible Rd; and, at 7645 and 7639 Wible Rd. The street widening includes: removing existing trees and shrubs; modifying existing landscaping and landscape irrigation systems; modifying existing fencing; resetting mailboxes; sawcutting and removing existing hot mix asphalt; roadway excavation, clearing and grubbing, removal and relocation of existing roadside signs; removing existing channelizers; constructing type "B" curb and gutter, drive approaches and tie-ins, sidewalk and hot mix asphalt ADA curb ramp; installing type "A" hot mix asphalt (HMA) and shoulder backing; grading a swale; modifying existing traffic stripes and pavement markings from Esperanza Drive to Futura Rose Avenue; and, modifying vehicle detection loops.

Contract Change Order No. 2 provides for the removal and replacement of 1,200 square feet of roadway in order to alleviate a depression on Wible Road. During construction, a depression in the existing portion of southbound Wible Road was discovered. This depression created a noticeable bump at the tie-in point of new HMA placed for this project. The contractor was directed to cold plane 1,200 SF of Wible Road, place a 0.20' thick layer of HMA (approximately 15.93 tons), and reinstall the thermoplastic traffic stripes in this area.

The contractor has agreed to do the above mentioned work for the lump sum price of \$17,619.16.

The total cost increase of Contract Change Order No. 2 is \$17,619.16. The sum of all change orders to date on this project reflects a total cost increase of \$24,644.86 (resulting in a 5.3)

percent increase of the original contract amount) as illustrated below:

Original Contract Amount	=	\$461,318.25
Total of Previous Change Order	=	\$7,035.70
Current Contract Change Order	=	\$17,619.16
Amended Contract Amount after Change Orders	=	\$485,973.11
Net Increase to Date	=	\$24,654.86

This project is funded with Transportation Development Funds; therefore, there is no impact to the General Fund.

ATTACHMENTS:

	Description	Type
ם	Contract Change Order No. 2 to Agreement No. 19-212 with Griffith Company for the Street Widening: Wible Road, between Esperanza Drive and Medallion Rose Avenue Project.	Agreement

CITY OF BAKERSFIELD PUBLIC WORKS DEPARTMENT

CONTRACT NO.	19-212	CHANGE ORDER NO.	2	_P. O. NO.		202113
PROJECT:	Street Widening: V Esperanza Drive a	Vible Road, between nd Medallion Rose Avenue	SHEET	1	OF	1
CONTRACTOR: ADDRESS:	Griffith Company 1128 Carrier Parky Bakersfield, CA 93	vay Avenue 308			N/A FEDERAL N	NO. (S)
	YOU ARE HEREBY DIF	RECTED TO MAKE THE HEREIN DI G WORK DESCRIBED NOT INCLU This change order is not effective	DED IN THE PLANS AND SP e until approved by City Cou	ECIFICATIONS OF ncil or City Engin	N THIS CONTRAC	S т.
Description of work to be don Unless otherwise stated, rates	ne, estimate of quantities, an for rental of equipment cov	d prices to be paid. Segregate between a er only such time as equipment is actually	y used and no allowance will be ma	ade for idle time.		
CHANGE REQUESTED B	Y: R. Campo	S SUBMITTED	BY: R. Campo	s	DATE:	October 19, 2020
	Construct	ion Superintendent	Construct	tion Superintende		
Cold plan and instal	e 1 200.00 SF of as	SUM PRICE phalt, place 15.93 tons of HN Road, south of Medallion Ros	MA e Avenue.		=	\$17,619.16
ACCOUNT NO (S)	331-4031-822-80	41 T7K211 \$17,619.16	INCREASI DECREAS	\$17,61	9.16	-
By reason of this order completion will be adju		NONE	City Council Appro	val Required	YES NO	XX
Approved As to Form:	CITY ATTORNEY		Approved by the Cou	ncil of City of Bal	kersfield	
Approval Recommende	ed: City Engineer		Mayor			
Countersigned: Finance	e Director		Date			
equipment, furnish all materials full payment therefor the prices	s, except as may otherwise be no shown above.	n to the change proposed and hereby agree, if the ted above, and perform all services necessary to Contractor:	for the work above specified, and will a	ecept as		ALTER E. WEISHAA P./REGIONAL MANAG
Accepted, Da	ate: 10 · 28 · 20 2	GRIF	FITH COMPAN	7		



MEETING DATE: 1/6/2021 Consent – Agreements t.

TO: Honorable Mayor and City Council

FROM: Nick Fidler, Public Works Director

DATE: 12/3/2020

WARD:

SUBJECT: Contract Change Order No. 1 to Agreement No. 2020-144 with

American Landscape, Inc. (\$17,782; revised not to exceed

\$1,173,491.40) for the Wastewater Treatment Plant No. 3 Landscape and Irrigation Improvements for McCutchen and Gosford Road Project.

STAFF RECOMMENDATION:

Staff recommends approval of the contract change order.

BACKGROUND:

The purpose of this project is to install an irrigation system and plant landscaping on McCutchen Road and Gosford Road along the boundary of Wastewater Treatment Plant No. 3 (Plant 3). The landscaping will improve the aesthetics around Plant 3, and will be irrigated with tertiary treated water produced by Plant 3. During the construction phase, it was discovered that one irrigation controller located on McCutchen Road has electrical issues and needs repair. It was determined that approximately 1000 linear feet of conduit and wire need to be installed and electrical connections to the irrigation controller need to be restored. The contractor has submitted a proposal for the extra work with the proposed cost of \$17,782.

Contract Change Order No. 1 provides for trenching, installation of approximately 1000 linear feet of conduit and wire, backfilling and restoring electrical connections to the irrigation controller. The change order also provides for 5 additional working days for the extra work. If this work is not done at this time, the irrigation controller will be left inoperable and landscaping will not be irrigated as desired.

Original Contract Amount = \$1,155,709.40 Amended Contract Amount after Change Order = \$1,173,491.40 Net Increase to Date = \$17,782.00

Sewer Enterprise funds provide the funding source for this project; therefore, there is no General Fund impact associated with this project.

ATTACHMENTS:

Description Type

Contract Change Order # 1 to Agreement No. 2020-144 with American Landscape

Agreement

CITY OF BAKERSFIELD PUBLIC WORKS DEPARTMENT

CONTRACT NO.	2020-144	CHANGE ORDER NO.	1	_ P. O. NO.		
PROJECT:	Landscape and Irrig McCutchen and Go	ation Improvements for sford Road	SHEET	1	OF	1
CONTRACTOR:	American Landscap					
DENESS.	Canoga Park, CA 91	CONTRACTOR OF THE PROPERTY OF			FEDERA	L NO. (S)
	OR DO THE FOLLOWING	CTED TO MAKE THE HEREIN DES WORK DESCRIBED NOT INCLUDE This change order is not effective u	D IN THE PLANS AND SP	ECIFICATIONS C	N THIS CONTRA	NS ACT.
description of work to be inless otherwise stated, ra	done, estimate of quantities, and	prices to be paid. Segregate between add only such time as equipment is actually t	litional work of contract price.	agreed price and fo	rcc account.	
HANGE REQUESTED	BY:	SUBMITTED BY:			DATE:	November 19, 2020
	Resident Engineer		Resident Engineer		DATE:	November 18, 2020
work based on Ag	greed Price of \$17,782.0		audi controller, the C	ontractor will	be compensa	ted for the Extra
CCOUNT NO (S)			INCREASE	<u>ESTIMA</u> ************************************	TED COST:	
			DECREASE			- -
reason of this order ompletion will be adjus		5 Working Days	City Council Approval I	Required	YES NO	x
pproved As to Form: (CITY ATTORNEY					
*************		•	Approved by the Council o	f City of Bakerst	ield	
proval Recommended	d: City Engineer		Mayor		-	
untersigned: Finance	Director		Date		-	
t, the undersigned contractor, I	have given careful consideration to the	change proposed and hereby agree, if this propo	osal is approved, that we will provid	e all		
payment therefor the prices s	thown above.	e, and perform all services necessary for the wo	ork above specified, and will accept	as		

Accepted, Date: 11/25/20 Contractor:

CITY OF BAKERSFIELD PUBLIC WORKS DEPARTMENT

PROJECT:	Landscape and In McCutchen and C	rigation Improvements for Gosford Road	SHEET	1	OF	1
CONTRACTOR:	American Landsca					
ADDRESS:	7013 Owensmout Canoga Park, CA				FEDERA	L NO. (S)
	OR DO THE FOLLOW	NG WORK DESCRIBED NOT IN	N DESCRIBED CHANGES FROM T CLUDED IN THE PLANS AND SPEC ctive until approved by City Counc	CIFICATIONS ON	THIS CONTRA	NS ACT.
Description of work to be do Inless otherwise stated, rate	one, estimate of quantities, a	nd prices to be paid. Segregate betw	een additional work of contract price, ag ctually used and no allowance will be ma	reed price and force	account.	
CHANGE REQUESTED I		SUBMITTE	D BY:		DATE:	November 18, 2020
	Reside Engine		Resident Engineer			
COST: Total cost fo	or this CCO = \$17,782	.00 (Increase)				
CCOUNT NO (S)				ESTIMATE	D COST:	
ACCOUNT NO (S)			INCREASE _ DECREASE _	<u>ESTIMATE</u> \$17,782.00		
	he time of		DECREASE	\$17,782.00)	x
CCOUNT NO (S) y reason of this order the completion will be adjusted.		5 Working Days		\$17,782.00		x
y reason of this order th		5 Working Days	DECREASE	\$17,782.00	YES	x
y reason of this order th	ted as follows:	5 Working Days	DECREASE	\$17,782.00 equired	YES NO	x
y reason of this order th ompletion will be adjust	ited as follows:	5 Working Days	DECREASE	\$17,782.00 equired	YES NO	X
y reason of this order the completion will be adjusted to the completion will be adjusted to the completion of the compl	ITY ATTORNEY : City Engineer	5 Working Days	City Council Approval R	\$17,782.00 equired	YES NO	x
y reason of this order the ompletion will be adjusted by the proved As to Form: Classian proved Recommended:	ited as follows: ITY ATTORNEY : City Engineer Director ave given careful consideration to	the change proposed and hereby agree, if	City Council Approval Re	\$17,782.00 equired City of Bakersfie	YES NO	x
y reason of this order the ompletion will be adjusted by the proved As to Form: Classian proved Recommended: Description of the undersigned contractor, has imported, furnish all materials, expenses the prices should be priced by the priced by t	ITY ATTORNEY : City Engineer Director ave given careful consideration to except as may otherwise be noted	the change proposed and hereby agree, if a above, and perform all services necessary to	City Council Approval Ro	\$17,782.00 equired City of Bakersfie	YES NO	X



MEETING DATE: 1/6/2021 Consent – Bids u.

TO: Honorable Mayor and City Council

FROM: Nick Fidler, Public Works Director

DATE: 11/5/2020

WARD: Ward 2

SUBJECT: Accept bid and approve contract with Insituform Technologies

(\$444,905.50) for Sewer Rehabilitation within the Alta Vista Drive area.

STAFF RECOMMENDATION:

Staff recommends acceptance of low bid and approval of contract.

BACKGROUND:

The existing sewer lines along the Alta Vista Drive neighborhood between Niles Street and Bernard Street are severely degraded, with multiple holes and collapses observed in the pipeline after a video inspection. Due to the costs associated with trenching a new line, staff is recommending a cured in place pipe (CIPP) liner as a trenchless solution. This project, once completed with the new CIPP liner, will create a new pipe within the existing host pipe that will provide a design life of 50 years. This rehabilitation includes the installation of the CIPP liner, cleaning of the existing line, video inspection, manhole rehabilitation and a sewer bypass system.

The engineers estimate for this project was \$763,000.00. This project is 100% funded with Sewer Enterprise Funds (SEF).

On December 1, 2020, the City received five bids for this project. All of the bids received were deemed acceptable. Those acceptable bids are as follows:

Insituform Technologies, LLC

17988 Edison Avenue in the amount of \$444,905.50

Sancon Technologies 5841 Engineer Drive

Huntington Beach, CA 92649 in the amount of \$484,522.00

Michels Corporation 1715 16th Street

Salem, OR 97302	in the amount of	\$650,299.90
Nu Line Technologies, LLC 102 Second Street Suite B Encinitas, CA 92024	in the amount of	\$679,029.50
Nor-Cal Pipeline Services 1875 S. River Road West Sacramento, CA 95691	in the amount of	\$929,701.50

Sufficient funds are budgeted in the Public Works Department's Capital Improvement Program Budget within the SEF; therefore, there is no General Fund impact associated with the award of this project.

ATTACHMENTS:

	Description	Туре
D	Construction Project Agreement	Agreement

AGREEMENT	NO.	

CONSTRUCTION PROJECTS AGREEMENT

This Construction Project	IS AGREEMENT	' ("Agreem	ent"), i	s made	and
entered into on	("Effective Da	ite"), by an	d betw	een the	CITY
OF BAKERSFIELD, a municipal	corporation	("CITY"),	and	INSITUF	ORM
TECHNOLOGIES, LLC, (a Missouri Cor	poration) ("CC	INTRACTOR	₹").		

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 Sewer Rehabilitation (CIPP Liner) Alta Vista Drive: Various Areas ("Project"), as set forth herein, which is not paid for with federal funds.

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

1. SCOPE OF WORK.

- 1.1. In exchange for the Compensation (defined below), CONTRACTOR must perform the work outlined in the Special Provisions for the Project ("Scope of Work"). The Scope of Work shall include all items and procedures necessary to properly complete the task CONTRACTOR has been hired to perform, whether specifically included in the Scope of Work or not. The following documents are incorporated herein as if fully set forth:
 - Notice to Contractors
 - Special Provisions
 - Bid Proposal
 - Bidder's Bond
 - Performance Bond
 - Material and Labor Bond
 - Letters of transmittal, if any
 - All provisions required by law to be inserted in this Agreement whether actually inserted or not

- Current State of California DAS 140 Form (if required by Specifications)
- Drawings, if any

PORTEGORA PROGRAMMA PROGRAMMA CONTRACTOR CON

- 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 Four Hundred Forty Four Thousand, Nine Hundred Five Dollars and Fifty Cents (\$444,905.50) ("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 ten days after CITY provides notice of the breach; provided, however, if the breach cannot reasonably be cured within ten days, CONTRACTOR must have taken significant steps to cure the breach including, without limitation, providing a written plan acceptable to CITY to cure the default and immediately beginning to cure the default;
 - **5.1.2.** CONTRACTOR's violation of any law, statute, regulation, rule, ordinance, permit or order of any governmental agency applicable to the Project if CONTRACTOR does not cure the violation within ten days after CITY provides notice of the violation and demands a cure;
 - **5.1.3.** CONTRACTOR makes an assignment for benefit of creditors, admits an inability to pay debts, files a petition in bankruptcy

or is otherwise determined bankrupt or insolvent; and

- 5.1.4. CONTRACTOR fails to adequately respond in writing to CITY's written demand for adequate assurances within ten days with all necessary information to assure CITY that CONTRACTOR has the financial and other necessary resources to perform the contract without breach. CONTRACTOR's failure to provide all information requested by CITY will be a material breach of this Agreement.
- 5.2. In the event of termination by CITY as set forth above, CONTRACTOR shall remain fully liable for any work not completed, liquidated damages (as set forth in the Special Provisions), delays by follow up contractors, materials and equipment provided. 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 fermination for cause be determined by a court of law to be wrongful or without cause, such termination will be treated as a termination for convenience entitling CONTRACTOR to an equitable settlement for claims and liabilities outstanding at the date of termination and reasonable compensation for work actually performed to the date of termination. No other Compensation shall be due CONTRACTOR for termination for convenience.
- 6. COMPLIANCE WITH ALL LAWS. CONTRACTOR shall, at CONTRACTOR's sole cost, comply with all of the requirements of Municipal, State, and Federal authorities now in force, or which may hereafter be in force, pertaining to this Agreement, and shall faithfully observe in all activities relating to or growing out of this Agreement all Municipal ordinances and State and Federal statutes, rules or regulations, and permitting requirements now in force or which may hereafter be in force including, without limitation, obtaining a City of Bakersfield business tax certificate (Bakersfield Municipal Code Chapter 5.02) where required.
- 7. INDEPENDENT CONTRACTOR. This Agreement calls for CONTRACTOR's performance of the Scope of Work as an independent contractor. CONTRACTOR is not an agent or employee of the CITY for any purpose and is not entitled to any of the benefits provided by CITY to its employees. This Agreement shall not be construed as forming a partnership or any other

- association with CONTRACTOR other than that of an independent contractor.
- **8. <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. <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**.

PRESENTATION OF THE PROPERTY O

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. 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 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.

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.
- **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. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be considered as an original and be effective as such.
- **25. EXECUTION.** This Agreement is effective upon execution. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.
- 26. <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.	2. <u>NOTICES</u> . All notices relative to this Agreement shall be given in writing a shall be personally served or sent by certified or registered mail and effective upon actual personal service or depositing in the United Stamail. The parties shall be addressed as follows, or at any other add designated by notice:		
	CITY:	CITY OF BAKERSFIELD CITY HALL 1600 Truxtun Avenue Bakersfield, California 93301	
	CONTRACTOR:	INSITUFORM TECHNOLOGIES, LLC 17988 Edison Avenue Chesterfield, Missouri 63005	
33.	RESOURCE ALLOCATIO Agreement are subject the City Council.	N. All CITY obligations under the terms of this to the appropriation and allocation of resources by	
34.	photographs, and o	All documents, plans, and drawings, maps, ther papers, or copies thereof prepared by at to the terms of this Agreement, shall, upon CITY property.	
35.	CONTRACTOR'S LICENS	E INFORMATION.	
	License Number Expiration Date License Classification	758411 07/31/2022 A – General Engineering Contractor	
36.	TAX NUMBERS.		
		oration? Yes X No (Please check one.)	

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, as of the Effective Date.

"CITY" CITY OF BAKERSFIELD	"CONTRACTOR" INSITUFORM TECHNOLOGIES, LLC
KAREN GOH Mayor	By: Littley Sefulta PRINT NAME: Whitney Schulte
APPROVED AS TO FORM: VIRGINIA GENNARO City Attorney	Title: Contracting & Attesting Officer
By:	
Insurance:	
APPROVED AS TO CONTENT: PUBLIC WORKS DEPARTMENT	
By:	
COUNTERSIGNED:	
RANDY MCKEEGAN Finance Director	



ADMINISTRATIVE REPORT

MEETING DATE: 1/6/2021 Consent – Miscellaneous v.

TO: Honorable Mayor and City Council

FROM: Nick Fidler, Public Works Director

DATE: 12/11/2020

WARD:

SUBJECT: Appropriate \$37,845 plan check revenue to the Public Works

Department operating budget within the Development Services Fund to fund review of fiscal year 2020/2021 2nd quarter Wireless Facilities

Right of Way Permit applications.

STAFF RECOMMENDATION:

Staff recommends approval of the appropriation.

BACKGROUND:

Wireless facilities right-of-way permit (WFRP) applications must be reviewed to ensure the applications are complete and that the applications comply with all City rules and regulations included in the City's wireless facilities in the public rights of way deployment policy as well as Bakersfield Municipal Code Chapter 12.30 Wireless Telecommunication Facilities in the Public Right-of-Way.

Each telecommunication company is required to remit a deposit to cover the cost of having Telecom Law Firm, PC review its WFRP application. The deposit is placed in a trust account to be used exclusively for the WFRP application review performed by Telecom Law Firm, PC.

The City of Bakersfield pays Telecom Law Firm for reviewing WFRP applications. Each quarter, City's Finance Department transfers funds from trust to the City's Development Services fund plan check revenue account to reimburse the City. This item appropriates the \$37,845 in revenue recognized in the 2nd quarter of fiscal year 2020/2021 to the Public Works Department's operating budget in the Development Services Fund.

No City funds are expended for the application review process since City of Bakersfield is reimbursed.



ADMINISTRATIVE REPORT

MEETING DATE: 1/6/2021 Consent – Miscellaneous w.

TO: Honorable Mayor and City Council

FROM: Nick Fidler, Public Works Director

DATE: 11/24/2020

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 acceptance of the report.

BACKGROUND:

Attached to this staff report 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 was made available to the public on December 16, 2020.

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.

ATTACHMENTS:

Description Type

□ FY 19-20 Transportation Impact Fees Compliance Report Staff Report



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

	<u>Page</u>
Introduction	1
Summary of FY 2019-20 fiscal activity	1
Annual reporting requirements	2
Description of fee	3
Amount of fee	3-4
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

^{*}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

^{*}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

_		FOR 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 / TRWP77 / 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 Year	Proposed Projects:									
ounom roun	Troposed 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
LOKZZO	DIOESTER GAS REUSE 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
EURZZS	REFL O SLDGE 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
F0//201	NAME TO BAIL OF TRANSPORTER AFRICA	4.7	CEE	411	300,000	300,000	300,000	300,000	300,000	1,500,000
E9K201	WWTP MISC IMPROVEMENTS	1,6	SEF	412	300,000	300,000	300,000	300,000	300,000	1,500,000
F0//240	CENTED LIET O CIDAM DAMP CIA	\/i	CEE	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
	TARINAHOME MESAMARIN PH 3	3	MEASN	312	7,500,000	-	-	-	-	7,500,000
	COMPOST SCREENING RESIDUE	1	RCF	421	150,000	_	-	-	-	150,000
	RPLC TS CNTRL CMPTR INTER	2	URF	316	300,000	-	-	-	-	300,000
	STREET LIGHT POLES RETROF	Various	MEASN	312	1,100,000	_	-	-	-	1,100,000
	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:									
D01/004	IVALCED DEDMA A NENTE CV DILLA	,	B 4 F A CB I	242	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 Title	Ward	Source	Fund #	FY 2019-2020	FY 2020-2021	FY 2021-2022	FY 2022-2023	FY2023-2024	Total
Current Yea	ar Proposed Projects:									
			ISTEA	121	360,950	_	_	_	_	360,950
T0K250	TR SIG INTERC BRIMHALL	4	URF	316	77,109	_	_	_	_	77,109
TO//054	TRAF MOR MINIO CTINIS	,	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
UKZJZ	31G NEW WIING-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
	Total Curre	ent Year Propo	sed Projects		\$ 54,093,201	\$ 11,694,500	\$ 2,524,000	\$ 1,455,000	\$ 1.405.000	\$ 71 171 70°

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
ZK201	SEWER LIFT REHAB-BANK ST	2	SEF	412	-	-	-	1,228,000	-	1,228,000
ZK225	SWRLFTRHB-SANDRA/MEREDITH	1	SEF	411	-	-	1,166,000	-	-	1,166,000
EZK226	SWRLFTRHB-MING/GRND LAKES	4	SEF	412	-	-	-	1,132,000	-	1,132,000
ZK227	SWRLFTRHB-EUCALYPTUS	3	SEF	411	-	-	1,193,000	-	-	1,193,000
ZK228	SWRLFTRHB-TAFT HWY/S H ST	7	SEF	412	-	-	-	1,228,000	-	1,228,000
P0K229	RPLC TS CNTRL CMPTR INTER	2	COF	311	-	300,000	300,000	300,000	300,000	1,200,00
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
ZK213	AIRPRT RNWY 16 PAPI & PMS	1	GAF	451	-	982,000	-	-	-	982,00
ZK221	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 / 7 Г/ 000	A 7.0/1.000	. 10/F 000	. 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
TDCC21	TRCC21 CENT CORR PH4 MAINLINE CN	2	URF	316	1,000,000	-	-	-	-	1,000,000
IRCC21		2	TDF	335	7,000,000	-	-	-	-	7,000,000
Total Current Year Proposed Projects:				\$ 10,000,000	\$ -	\$ -	\$ -	\$ -	\$ 10,000,000	



ADMINISTRATIVE REPORT

MEETING DATE: 1/6/2021 Consent – Miscellaneous x.

TO: Honorable Mayor and City Council

FROM: Nick Fidler, Public Works Director

DATE: 11/24/2020

WARD:

SUBJECT: Review and acceptance of the Fiscal Year 2019-2020 Annual

Compliance Report for Planned Sewer Area Fees prepared in

accordance with California Government Code §66006.

STAFF RECOMMENDATION:

Staff recommends acceptance of the report.

BACKGROUND:

Attached to this staff report 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 purposes of defraying the actual or estimated costs 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 as outlined in this Code Section. The attached Annual Compliance Report was made available to the public on December 16, 2020.

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.

ATTACHMENTS:

Description Type

FY 19-20 Planned Sewer Areas Full Report

Staff Report



FISCAL YEAR 2019-2020

ANNUAL COMPLIANCE REPORT FOR PLANNED SEWER AREA FEES

Prepared in accordance with California Government Code §66006

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

Table of Contents

	<u>Page</u>
Introduction	1-2
Annual reporting requirements	3
Allen Road planned sewer area	4
Allen Road II planned sewer area	5
Brimhall planned sewer area	6
Curnow planned sewer area	7
Hooper Avenue & Kimberly Avenue planned sewer area	8
McAllister Ranch planned sewer area	9
Panama & Monitor planned sewer area	10
Pierce & Oak planned sewer area	11

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 boundaries¹:

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

¹ Resolution No. 103-98(1) available at: http://lf/WebLink/0/doc/8719/Page1.aspx

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 boundaries¹:

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

¹ 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 boundaries¹:

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

¹ 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 boundaries¹:

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

¹ Resolution No. 213-07 is available at: http://lf/WebLink/0/doc/642261/Page1.aspx

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 boundaries¹:

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

¹ Resolution No. 069-11(1) is available at: http://lf/WebLink/0/doc/962718/Page1.aspx

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 residential¹:

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

•	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: http://lf/WebLink/0/doc/541898/Page1.aspx

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

¹ Resolution No. 94-84 available at: http://lf/WebLink/0/doc/7875/Page1.aspx

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 boundaries¹:

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

•	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

¹ Resolution No. 73-84 is available at: http://lf/WebLink/0/doc/7855/Page1.aspx



ADMINISTRATIVE REPORT

MEETING DATE: 1/6/2021 Consent – Miscellaneous y.

TO: Honorable Mayor and City Council

FROM: Nick Fidler, Public Works Director

DATE: 11/24/2020

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 acceptance of the report.

BACKGROUND:

Attached to this staff report 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 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 §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 as outlined in this Code Section. The attached Annual Compliance Report was made available to the public on December 16, 2020.

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.

ATTACHMENTS:

Description Type

■ FY 19-20 Planned Drainage Areas Full Report

Staff Report



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

Table of Contents

	<u>Page</u>
Introduction	1-2
Annual reporting requirements	3
Breckenridge planned drainage area	4
Brimhall planned drainage area	5
Fairview planned drainage area	6
Golden Valley planned drainage area	7
Orangewood planned drainage area	8
Pioneer planned drainage area	9
Riverlakes Ranch planned drainage area	10
Shalimar planned drainage area	11
Tevis Ranch planned drainage area	12

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.

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 boundaries¹:

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

¹ Resolution No. 136-05 available at: http://lf/WebLink/0/doc/460682/Page1.aspx

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 boundaries¹:

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

¹ Resolution No. 222-04 available at: http://lf/WebLink/0/doc/350777/Page1.aspx

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 boundaries¹:

\$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

¹ Resolution No. 58-81 is available at: http://lf/WebLink/0/doc/74036/Page1.aspx

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 boundaries¹:

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

¹ Resolution No. 055-05 available at: http://lf/WebLink/0/doc/456048/Page1.aspx

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 boundaries¹:

<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

¹ 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 boundaries¹:

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
•	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: http://www.bakersfieldcity.us/WEBLINK7/0/doc/1064008/Page1.aspx

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 boundaries¹:

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

¹ Resolution No. 89-91 available at: http://lf/WebLink/0/doc/3288/Page1.aspx

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 boundaries¹:

\$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

¹ 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 boundaries¹:

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

¹ Resolution No. 159-03 available at: http://lf/WebLink/0/doc/210240/Page1.aspx



ADMINISTRATIVE REPORT

MEETING DATE: 1/6/2021 Consent – Miscellaneous z.

TO: Honorable Mayor and City Council

FROM: Nick Fidler, Public Works Director

DATE: 11/24/2020

WARD:

SUBJECT: Review and acceptance of the Fiscal Year 2019-2020 Annual

Compliance Report for Bridge Crossing and Major Thoroughfare Fees prepared in accordance with California Government Code §66006.

STAFF RECOMMENDATION:

Staff recommends acceptance of the report.

BACKGROUND:

Attached to this staff report is the City's annual compliance report for Bridge Crossing 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 was made available to the public on December 16, 2020.

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.

ATTACHMENTS:

Description Type

□ FY 19-20 MBTA Compliance Report Staff Report



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

Table of Contents

	<u>Page</u>
Introduction	1 -2
Annual reporting requirements	3
Description of Fee	4
Amount of Fee	4
Ashe Road Bridge and Major Thoroughfare District	5
West Beltway Bridge and Major Thoroughfare District	6
West Ming – Kern River Canal Bridge and Major Thoroughfare District	7
Taft Highway – Farmer's Canal Bridge District	8
East Panama - Central Canal (North Half) Bridge District	9

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

 $3,779,003 \div 1019.61 \text{ acres} = 3,706.32 / \text{gross acre}^1$

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 boundaries¹:

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

¹ Resolution No. 67-89 is available at: http://lf/WebLink/0/doc/3732/Page1.aspx

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 boundaries²:

West Beltway Major Thoroughfare Area Fee		
Year Fee per EDU		
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

² Resolution No. 014-14 is available at: http://lf/WebLink/0/doc/1050173/Page1.aspx

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

¹ 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 ¹		
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

¹Resolution No. 187-17 is available at: http://lf/WebLink/0/doc/1372858/Page1.aspx

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 ¹		
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

¹Resolution No. 013-18 is available at: http://docs.bakersfieldcity.us/weblink/0/doc/1379233/Page1.aspx



ADMINISTRATIVE REPORT

MEETING DATE: 1/6/2021 Public Safety/Vital Services Measure aa.

TO: Honorable Mayor and City Council

FROM: Nick Fidler, Public Works Director

DATE: 12/14/2020

WARD: Ward 2

SUBJECT: Contract Change Order No.1 to Agreement No. 20-112 with James E.

Thompson, DBA JTS Construction (\$43,511.86; revised not to exceed

\$311,011.86), for the Convention Center Concrete Flooring

Reconstruction Project.

STAFF RECOMMENDATION:

Staff recommends approval of the contract change order.

BACKGROUND:

The work to be performed consists, in general, of reconstruction of the concrete flooring at the Convention Center located at 801 Truxtun Avenue, which will consist of, but is not limited to: demolition of existing convention center concrete flooring; installing new concrete flooring including rebar and doweling in to the existing concrete slab; and, a polished concrete floor finish.

This change order provides for the installation of new electrical conduit and wiring in the Bakersfield Convention Center. During the demolition of the existing concrete floor, the existing electrical conduit and wiring was damaged due to it's encasement within the existing concrete floor. In order to restore electrical operations to the Convention Center, the contractor was directed to replace the electrical conduit and wiring, and relocate it underneath the new concrete floor. This work includes removing the steel reinforcement mat, excavating through the aggregate base, placing 639 feet of new electrical conduit, backfilling and compacting the trenches, pulling new electrical wire, and terminating the wires at the associated cabinets. The contractor has agreed to do the above mentioned work for a lump sum price of \$43,511.86.

The total cost increase of Contract Change Order No. 1 is \$43,511.86. This is the first change order to date on this project and reflects a total cost increase of \$43,511.86 (16.3 percent increase of the original contract amount) as illustrated below:

Original Contract Amount
Total of Previous Change Orders

= \$267,500.00

= \$0.00

Current Contract Change Order	=	\$43,511.86
Amended Contract Amount after Change Orders	=	\$311,011.86
Net Increase to Date	=	\$43,511.86

This project is funded with Bakersfield Public Safety and Vital Services funds; therefore, there is no impact to the General Fund.

ATTACHMENTS:

Description Type

Contract Change Order No.1 to Agreement No. 20-112
with James E. Thompson DBA JTS Construction for the Convention Center Concrete Floor Project.

CITY OF BAKERSFIELD PUBLIC WORKS DEPARTMENT

CONTRACT NO.	20-112	CHANGE	ORDER NO	1	_P. O. NO.	0.	204962
PROJECT:	Convention Cen Reconstruction	nter Concrete Floo	r	SHEET	1	OF	1
CONTRACTOR: ADDRESS:	James E. Thom 7001 McDivitt D Bakersfield, CA		onstruction	_		N/A FEDERAL	NO. (S)
OI	OU ARE HEREBY DIF	RECTED TO MAKE TO IG WORK DESCRIBE This change order i	D NOT INCLUDED I s not effective until	N THE PLANS AND S	SPECIFICATIONS ouncil or City End	ON THIS CONT	IONS RACT.
Description of work to be do Unless otherwise stated, rates	for rental of equipment of	cover only such time as e	egregate between addit equipment is actually us	tional work of contract p ed and no allowance wil	rice, agreed price an I be made for idle ti	d force account. me.	
CHANGE REQUESTED E	Y: R. Cam	npos	SUBMITTED BY:	R. Campos		DATE:	November 23, 2020
	Constru	ction Superintenden	t	Construction	on Superintender	nt	
EXTRA WORK AT	AGREED LUMP	SUM PRICE					
Trench are	nd place 639 LF of electrical wire and t	new electrical cor	nduit, backfill and associated cabine	compact trenche	S,	=	\$43,511.86
					ECTIMAT.	FD 0007	
ACCOUNT NO (S)	312-6611-831-80	21 P0C322 \$43,5	11.86		ESTIMAT	ED COST:	
				INCREASE DECREASE	\$43,511.8	36	
By reason of this order th completion will be adjuste		NONE	City	Council Approval	Required	YES NO	XX
Approved As to Form: Cl	TY ATTORNEY		Appro	oved by the Council	of City of Bakerst	îeld	
Approval Recommended:	City Engineer			Mayor			
Countersigned: Finance D	irector			Date			
Ve, the undersigned contractor, hav quipment, furnish all materials, exc all payment therefor the prices show Accepted, Date:	ept as may otherwise be noted	to the change proposed and I d above, and perform all serv	nereby agree, if this propositives necessary for the work	al is approved, that we will a	provide all eccept as	le;	



ADMINISTRATIVE REPORT

MEETING DATE: 1/6/2021 New Business 13. 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 20, 2021, 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